

# MEETING AGENDA - Empower Generations Board

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all of the Board members shall be available for public inspection at the main office of the school between 9:00 am and 3:30 pm.

## Meeting

Meeting Date Thursday, June 20, 2024

Start Time 5:00 PM End Time 6:00 PM

Location Address: 44236 10th Street West, Suite 105, Lancaster, CA 93534

Purpose Regular Scheduled Meeting

# Agenda

# 1. Opening Items

1.1. Call The Meeting To Order

1.2. Roll Call

1.3. Pledge Of Allegiance

1.4. Board Meeting Agenda

Discuss and take action on the Board Meeting Agenda.

Due date: 6/20/2024

1.5. Board Meeting Minutes

Discuss and take action on the Board Meeting Minutes.

Due date: 6/20/2024

Documents

• Minutes-2024-05-09-v1.pdf

# 2. Public Comments

#### 2.1. Public Comments

The public may address the Empower Generations governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

#### 3. Consent Items

#### 3.1. Revised Employee Guidebook

**Documents** 



• 2024 Employee Guidebook EG 20240701 Update for Board Approval.pdf

#### 3.2. 2022 Tax Return

Documents

• EG 2022 Tax Returns - DRAFT 05-11-2024.pdf

#### 4. Discussion Items

# 4.1. iCA Annual Report

iCA will present a summary of support for the 2023-2024 school year.

# 5. Closed Session

5.1. Public Employee Performance Evaluation

Gov. Code section 54957(b)(1): School Director

6. Report of Closed Session

#### 7. Action Items

# 7.1. 2024 - 2025 Board Meeting Dates

Discuss and take action regarding the 2024 - 2025 Board Meeting Dates.

Documents

• EG\_2024-2025\_BoardMeetingDates.pdf

# 7.2. Revised Special Education Shared Resource Agreement

Discuss and take action regarding the revised iLEAD CA Sp. Ed. Shared Service Agreement.

Documents

• Revised - SPED RESOURCE SHARING (Draft 5.24).pdf

#### 7.3. Revised Vacation Policy

Discuss and take action on revised Vacation Policy.

Documents

• EG Draft 24-25 Vacation Policy.pdf

# 7.4. 2024-2025 Holiday Policy

Discuss and take action regarding the 2024-2025 Holiday Policy.

Documents

• EG Draft 24-25 Holiday Policy.pdf

#### 7.5. Revised Food Service MOU

Discuss and take action on the revised Food Service MOU.



#### **Documents**

· MOU for Self Operation 24-25.pdf

# LCAP Hearing

# 8.1. LCAP Hearing

This is the opportunity for the Public to review the summary of the 2024-2025 LCAP and make comments to the Board accordingly.

**Documents** 

• Empower 24\_25 LCAP DRAFT.pdf

# 9. Board Comments

9.1. Board Comments

# 10. Closing Items

10.1. Next Meeting Date

June 27 @ 5:00

#### 10.2. Adjournment

**Please note:** items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

• Board Room Accessibility: The Board of Directors encourage those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the office at least 48 hours before the scheduled Board of Directors meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.



# MEETING MINUTES - Empower Generations Board

# Meeting

Date Thursday, May 9, 2024

Started 5:04 PM Ended 5:38 PM

Location Address: 44236 10th Street West, Suite 105, Lancaster, CA 93534

Purpose Regular Scheduled Meeting

**Chaired by** Michelle Fluke **Recorder** Annaliisa Wilson

#### Minutes

# 1. Opening Items

# 1.1. Call The Meeting To Order

Meeting was called to order at 5:04 p.m.

Status: Completed

#### 1.2. Roll Call

All Board Members were present except Tapau Osborne. Annalissa joined virtually due to emergency.

Status: Completed

# 1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

# 1.4. Board Meeting Agenda

Discuss and take action on the Board Meeting Agenda.

Motioned: Annaliisa

Seconded: Shannon

**Unanimously Approved** 

Tapau Osborne Absent

Due date:

Status: Completed

# 1.5. Board Meeting Minutes

Discuss and take action on the Board Meeting Minutes.

Motioned: Annaliisa Seconded: Michelle



**Unanimously Approved** 

Tapau Osborne Absent, Shannon Campbell Abstained due to her Absence at the April Meeting.

Due date:

Status: Completed

Documents

• Minutes-2024-04-11-v1.pdf

# 2. Curriculum Moment

#### 2.1. Curriculum Moment

The Curriculum Moment was Presented by Shirelle Gonzales and Empower Generations Learner.

Status: Completed

# 3. Public Comments

#### 3.1. Public Comments

The public may address the Empower Generations governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

No Public Comments were made.

Status: Completed

# 4. Consent Items

### 4.1. Personnel Report

Motioned: Annaliisa

Seconded: Shannon

**Unanimously Approved** 

Tapau Osborne Absent

Due date:

Status: Completed

Documents

• 5.9.24.EG\_PersonnelReport (1).pdf

## 4.2. Check Register

Motioned: Annaliisa

Seconded: Shannon

**Unanimously Approved** 



Tapau Osborne Absent

Due date:

Status: Completed

**Documents** 

- EG Payment Register\_20240501.pdf
- EG Payment Register Summary\_20240501.pdf

# 5. Discussion and Reports

#### 5.1. School Director Report

Sajae presented the School Director Report.

Status: Completed

# 5.2. Board Finance Committee Report

No Board Finance Committee Held. Tabled.

Status: Completed

#### 6. Action Items

# 6.1. Annual Request For Federal Title Funding

Request approval to submit for Federal Title I, II, and IV funding for the 2023-2024 school year.

Farnaz Kaufman, iCA Support Provider, Presented the Annual Request for Federal Title Funding.

Motioned: Annaliisa

Seconded: Shannon

**Unanimously Approved** 

Tapau Osborne Absent

Status: Completed

Documents

• EG 24\_25 Request for Funding.pdf

# 7. Board Comments

## 7.1. Board Comments

No Board Comments were made.

Status: Completed

# 8. Closing Items

## 8.1. Graduation Date



# June 5 at 6:00 pm

Graduation will be June 5 at 6:00 p.m.

Status: Completed

# 8.2. Next Meeting Date

June 20 @ 5:00 and June 27 @ 5:00

June 20th and June 27 at 5:00 p.m.

Status: Completed

# 8.3. Adjournment

Meeting was Adjourned at 5:38 p.m.

Status: Completed

This is the proposed new language regarding the use of Artificial Intelligence for employees. It is designed to provide generic guidelines for the use of AI by employees while still allowing for some potential guidelines and/or restrictions as AI evolves. It can be found highlighted in yellow under the Use of Communication Equipment and Technology section of the handbook (see page 32). If approved, all formatting and page numbers will be adjusted and corrected accordingly.

# USE OF ARTIFICIAL INTELLIGENCE ("AI") TOOLS

Artificial Intelligence ("AI") is a machine learning system capable of complex tasks and can be a valuable tool to enhance learning. Empower Generations recognizes the inevitable reality that AI is improving at an exponential rate, and is quickly becoming embedded in all facets of everyday life. Empower Generations has chosen to embrace this new technology and is committed to teaching and supporting the responsible use of AI to both employees and Learners.

Al use must align with Empower Generations' core values, and adhere to Empower Generations' standards of conduct. Al must not be used for plagiarism, and all sources, including Al, must be cited. Al should not be solely relied upon for fact-checking, and users are prohibited from using Al for obscene, harmful or inappropriate purposes or for sharing confidential information.

As AI tools are quickly evolving and becoming more accessible, Empower Generations reserves the right to limit or designate types of AI tools which are acceptable for use by employees and Learners. Any disregard of these guidelines will result in disciplinary action, up to and including possible termination of employment.



# **Empower Generations**

**Employee Guidebook** 

Board Approved February 08, 2024

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# INTRODUCTION

# Welcome to Empower Generations!

We recognize that our greatest asset is our team of employees. We value the many talents and abilities of our employees and strive for an environment of teamwork, open communication, mutual support, and professionalism.

We designed this Employee Guidebook to provide you with general information about our policies, procedures and guidelines. We always strive to improve, and we encourage your ideas or suggestions. Please take some time to review this Guidebook and if you have any questions, please contact your Director or Human Resources.

The information contained in this Guidebook applies to all employees at Empower Generations ("Empower" or "School"). It is important that all employees read, understand and follow the provisions in this Guidebook. It is not intended to create any expectations of continued employment or as a contract between Empower and any of its employees.

This Guidebook supersedes any previously issued Guidebooks, policies, benefit statements and/or memoranda, whether written or verbal. Empower reserves the right to alter, modify, amend, delete and/or supplement any employment policy or practice with or without notice to you.

Once you have reviewed this Guidebook, please sign the employee acknowledgement form at the end of this Guidebook, keep one for your files and provide the other to Human Resources. This signed acknowledgement demonstrates to Empower that you have read, understand and agree to comply with the policies outlined in the Guidebook

# HIRING POLICIES AND PROCEDURES

### AT WILL EMPLOYMENT

We hope to have a long and mutually beneficial relationship with you. Your employment with Empower is at-will and is voluntary and may be terminated by you or Empower at any time, with or without cause and with or without notice. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Guidebook or in any document or statement shall limit Empower's right to terminate your employment at-will or limit Empower's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. This Guidebook does not reflect a contract of employment, either express or implied, between you and Empower.

No Empower representative is authorized to modify this policy for any employee, unless in writing and approved in writing by the Governing Board of Directors.

# **OPEN DOOR POLICY**

At some time or another, you may have a suggestion, complaint, or question about Empower, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will attempt to provide a solution or explanation. If the problem is still not resolved, you may present it to your Chief Executive Officer, preferably in writing, or to Human Resources by opening a Human Resources ticket in the self-service portal.

# WORKPLACE ANTI-VIOLENCE POLICY

Empower is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, Empower has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Empower-related

business, or while operating any vehicle or equipment owned or leased by Empower. This policy applies to all employees.

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of Empower property; defacing Empower property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on Empower premises or while conducting Empower business on or off Empower property.

In order to achieve our goal of providing a workplace that is secure and free from violence, Empower must enlist the support of all employees. Compliance with this policy and Empower's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify their supervisor or Human Resources. If these individuals are not available, report the incident to any other supervisor and report the incident to Human Resources as soon as possible. All reports will be investigated by Empower and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact law enforcement authorities by dialing 911. Immediately after contacting law enforcement authorities, the employee must report the incident to Human Resources.

Employees should immediately inform their supervisor or Human Resources about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

In certain circumstances, Empower may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence. Furthermore, employees should notify Human Resources if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

Any person who violates this policy on Empower property may be removed from the premises as quickly and safely as possible, at the Empower's discretion, and may be required to remain off Empower premises pending the outcome of an investigation of the incident.

All reports of workplace violence will be taken seriously. If Empower determines that workplace violence has occurred, Empower will take appropriate corrective action and may impose disciplinary action, up to and including termination.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

# IMMIGRATION COMPLIANCE

Empower does not discriminate against any individual because of his or her national origin, citizenship or intent to become a U.S. citizen. It is, however, the policy of Empower to only employ those individuals who are authorized to work in the United States. Therefore, Empower requires each prospective employee to provide documents verifying his or her identity and authorization to be legally employed in the United States.

As a condition of employment, each new employee must properly complete, sign and date the first section of the USCIS Form I-9, on or prior to the first day employment commences and present documentation establishing identity and employment eligibility within three business days after he or she begins work. If the employee cannot verify his/her right to work in the United States within three business days of employment, Empower will be required to terminate his/her employment immediately.

# REASONABLE ACCOMMODATIONS, DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLIANT PROCEDURES

Empower adopted the following policies pursuant to the California Fair Employment and Housing Act and related state and federal laws regarding discrimination, unlawful harassment, and retaliation.

Empower is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, Empower has adopted the following policies, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate, even if the violation does not rise to the level of unlawful conduct. All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report such violations so that Empower may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. Empower is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

# REQUESTS FOR REASONABLE ACCOMMODATIONS: MEDICAL AND RELIGIOUS

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Empower will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to Empower. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation by opening a Human Resources ticket in the self-service portal, specifying what accommodation he or she needs to perform the job. Empower will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

The individual is required to fully cooperate with Empower in seeking and evaluating alternatives and accommodations. Supervisors that become aware of information that an employee may need a reasonable accommodation to perform the essential functions of his or her job must report it to Human Resources. Empower will engage in the interactive process in compliance with applicable law. Empower may require medical verification of both the disability and the need for an accommodation.

Empower will not discriminate against any individual in regards to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, Empower will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes he or she requires a religious accommodation in order to perform any job requirement should notify Human Resources and request an accommodation.

Pregnancy and lactation accommodations may also be requested. Please refer to the Lactation and Pregnancy Disability Leave policies set forth herein for further information.

# EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION)

<u>Covered Individuals:</u> This policy protects all employees of Empower as well as interns, volunteers, and potential employees (applicants). All employees of Empower are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

<u>Discrimination:</u> As used in this policy, "discrimination" means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual's protected category. Discrimination may include, but is not necessarily limited to, factoring an individual's protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, "adverse employment action" may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment

opportunities; change of an employee's work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers' compensation, military, domestic violence); or any other unequal treatment based on the individual's protected category resulting in an adverse employment action.

Protected Categories: Empower's policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, reproductive health decision making, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status (which includes undocumented individuals and victims of human trafficking) or related protected activities, protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

<u>Scope of Policy:</u> Empower is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, Empower makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below

# UNLAWFUL HARASSMENT

<u>Covered Individuals:</u> This policy protects all employees of Empower as well as interns, volunteers, and potential employees (applicants). All employees of Empower are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. Empower will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including parents, students, vendors, contractors, and suppliers, who have workplace contact with our employees.

<u>Protected Categories:</u> Empower's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital

status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, reproductive health decision making, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status (which includes undocumented individuals and victims of human trafficking) or related protected activities, protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

<u>Unlawful Harassment:</u> Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories:

- Verbal conduct such as unwanted sexual advances including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations or comments, racial slurs or epithets, sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or mockery of an accent of language or its speakers, negative remarks regarding marital status, or any other belittling, negative or derogatory comments regarding any protected characteristic ("hostile work environment" harassment).
  - *Disrespectful or unprofessional conduct* based on any of the protected categories listed above ("hostile work environment" harassment).
  - Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).
  - *Visual conduct* such as derogatory and/or sexually oriented posters, photography, cartoons, objects, drawings, gestures, text messages, social media posts, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment).
  - *Physical conduct* such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).
  - Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors ("quid pro quo" harassment).

Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

<u>Scope of Policy:</u> Empower is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from Empower's premises, such as a business or school trip, business or school-related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below

# RETALIATION

<u>Covered Individuals:</u> This policy protects all employees of Empower as well as interns, volunteers, and potential employees (applicants). All employees of Empower are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Retaliation: As used in this policy, "retaliation" means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this policy; cooperating or participating in investigations or proceedings arising out of a violation of this policy; or engaging in any other activity protected by applicable law. Additionally, Empower prohibits retaliation against an employee who refuses to report to, or leaves, the workplace place during an emergency condition (as defined by law) because the employee reasonably believes that the workplace or worksite is unsafe. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

Adverse Employment Action: As used in this policy, "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments because of engagement in activities protected under this policy; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

# COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION

<u>Duty to Report:</u> At Empower, we encourage all employees to be vigilant and aware of how we are treating others. Each Supervisor has the responsibility to maintain a work place and educational environment free from any form of sexual or other unlawful harassment. All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows Empower to quickly and fairly resolve any complaints in the workplace.

Title IX provides for separate processes and procedures for formal complaints of sexual harassment falling within the definitions provided in Title IX regulations. For those types of complaints, the School's grievance procedures can be found in its Title IX policy posted to the website. Please contact the School's Title IX Coordinator for further information.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes violates this policy is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaints to Empower: Submit a complaint to Administration, or your supervisor. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor or to Human Resources by opening a Human Resources ticket in the self-service portal as soon as possible. There is no requirement to report your complaint to any designated supervisor within Empower. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint. If you have a complaint that involves the Chief Executive Officer, submit the complaint directly to the Chair of the Board of Directors.

Should a supervisor become aware of any conduct that may constitute unlawful harassment, discrimination, retaliation, or other prohibited behavior, the supervisor must report the conduct to Human Resources immediately so that action may be taken to address and remediate such conduct. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

<u>Contents of Complaint:</u> Your report should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints verbally or anonymously, but to ensure that the issue is fully investigated, a written complaint is strongly recommended.

<u>Response to Complaint (Investigation):</u> Upon notice of conduct requiring an investigation, Empower will look into the facts and circumstances of the alleged violation, as appropriate. Empower will attempt to resolve the

situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." Empower's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Empower may investigate conduct in the absence of a formal complaint if Empower has reason to believe that an individual has engaged in conduct that violates Empower policies or applicable law. Further, Empower may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with Empower's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, Empower will provide regular progress updates, as appropriate, to those directly involved. Empower will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, Empower will inform the complainant(s) and the accused of its findings and decisions to the extent permitted by applicable law.

<u>Corrective Action:</u> If Empower determines that violations have occurred, Empower will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct.

Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, Empower is not able to fully disclose its entire decision regarding corrective action to the complainant.

<u>No Retaliation:</u> There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. Please refer to Empower's Retaliation Policy above for further information.

How to Report Complaint to Government Agencies: Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the U.S. Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in Empower's policies. The address and phone number of the local DFEH and EEOC offices can be found online.

# TRAINING REQUIREMENTS

Empower requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

# ANTI-BULLYING POLICY

In addition to Empower's commitment to providing an environment free from unlawful harassment, discrimination, and retaliation, Empower prohibits workplace bullying.

Any employee who believes that he or she has been bullied, is being coerced to participate in bullying or who has information about bullying conduct by a coworker, supervisor, agent, parent, vendor or other third party not employed by Empower should provide a written or verbal report to Human Resources, his or her supervisor, or any other member of Administration.

If the employee's supervisor is the individual about whom the employee has a complaint, or concern, the employee should make a report to Human Resources.

Empower will look into any complaints of workplace bullying. Empower will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible. If a complaint of bullying is substantiated, appropriate disciplinary action, up to and including discharge, may be taken. Empower will not tolerate retaliation against any employee who makes a good faith complaint regarding workplace bullying.

# WHISTLEBLOWER POLICY

In accordance with applicable law, Empower prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. Empower also prohibits any retaliation against an applicant or employee, and does not

discriminate against any applicant or employee, based on that applicant or employee's "whistle-blowing" activity against a former employer.

Employees who have concerns about practices that are believed to be illegal or violate Empower's policies are encouraged to report them to their supervisor or Human Resources. Employees who come forward with credible information on practices believed to be illegal or violations of Empower policy will be protected from retaliation.

Any Employee who reasonably believes that he or she is a victim of retaliation may also call a State of California "whistle-blower hotline" to report the retaliation: (800) 952-5665.

# **EMPLOYEE CLASSIFICATION**

Empower's employees are classified in the following categories: Exempt or Non-Exempt, Full-Time or Part-Time, or Regular or Temporary/On Call. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee.

Because all employees are employed at-will and hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and Empower. Accordingly, either the employee or Empower can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

**Exempt:** Exempt employees are those employees with job assignments that meet exemption tests under state and federal law making them exempt from overtime pay requirements. Exempt employees are compensated on a salary basis and are not entitled to overtime pay.

**Non-Exempt:** Non-exempt employees are those employees with job assignments that do not meet exemption tests under state or federal law. These employees are paid on an hourly basis and are entitled to overtime wages for overtime worked in accordance with the law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require.

Non-exempt employees are required to take meal and rest periods in the manner described in this Guidebook.

**<u>Full-Time:</u>** Full time employees are those employees who are regularly scheduled to work at least 30 hours in a week.

**Part-Time:** Part time employees are those employees who are regularly scheduled to work less than 30 hours in a week.

**Regular:** Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

<u>Temporary/On Call:</u> These are positions that work schedules of no particular hours or duration. Employees who occupy these positions may also be expected to work an on-going but irregular schedule OR to work short-term temporary schedules OR to work on-call. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by the Chief Executive Officer or the employee's supervisor.

Unless otherwise required by law, Part-Time and Temporary/On Call employees are not entitled to benefits provided by Empower. If you have any questions about your classification, please consult with Human Resources.

# FAMILIAL AND RELATED CONFLICT OF INTEREST

Empower wants to preserve a working environment that has clear boundaries between personal and professional relationships. All employees must avoid situations involving actual or potential conflicts of interest.

Some situations such as the ones described below can create conflicts of interest requiring Empower to take the employee's relationship with another employee, parent, student, vendor, or contractor into account.

An employee should not be in a supervisory role with another employee who is a relative (e.g., sibling, parent, spouse, domestic partner, etc.). Supervisors should avoid situations that result in actual or perceived conflicts of interest with supervised employees and situations of actual or perceived favoritism.

A supervisor should avoid forming special social relationships or dating employees under his or her direct supervision, or with other employees that would create actual or perceived conflicts of interest or situations of actual or perceived favoritism. If such a relationship arises, both employees should notify Human Resources so that appropriate measures can be taken to prevent conflicts of interest or favoritism.

If a staff member forms a special social relationship or begins dating a parent of an Empower student, the staff member must immediately notify Human Resources so that appropriate measures may be taken to address the situation.

An employee involved in any relationships or situations that he or she believes may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Empower may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts related to a potential or actual conflict of interest may constitute grounds for disciplinary action.

Failure to comply with this policy and the School's Anti-Nepotism Policy may result in disciplinary action, up to and including termination.

# FINANCIAL CONFLICT OF INTEREST

While employed by Empower, employees owe a duty of loyalty to Empower and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of Empower's business dealings.

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which Empower does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Empower. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from students, parents, or vendors fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$250.00 from students, parents, or vendors.

Failure to comply with this policy and the School's Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

# CERTIFICATION AND LICENSURE OF INSTRUCTIONAL STAFF

Each of Empower's core academic teachers is required to hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable state and federal law. If an instructional staff employee believes that he or she is assigned to teach in a subject in whom he or she does not have subject matter competence, the employee should immediately report the same to the Administration. A staff member who is required to meet State and federal certification, expertise, and related requirements must maintain such qualifications as a condition of employment at Empower. Expenses incurred for updating and/or maintaining the required credentialing certificates, licenses or related permits are borne by the employee.

# **TUBERCULOSIS TESTING**

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis ("TB") risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Disease Control and Prevention ("CDC") and licensed by the federal Food and Drug Administration ("FDA"). If the test is positive, the test shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing: (a) a certificate from a qualified professional that shows he or she was found to be free of infectious TB within 60 days of initial hire or (b) a verification from the prior school employer that the person has a certificate on file showing the person is free from infectious TB.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The availability of this testing may be announced by Empower.

# CRIMINAL BACKGROUND CHECKS

As a condition of employment, Empower requires all applicants for employment to complete fingerprinting and background checks consistent with legal requirements. Empower will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. Empower shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification to the extent permitted by law.

Human Resources and/or the Administration shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

# **EMPLOYEE-STUDENT RELATIONS POLICY**

# **BOUNDARIES DEFINED**

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries in interactions with students is deemed an abuse of power and a betrayal of public trust.

## UNACCEPTABLE AND ACCEPTABLE BEHAVIOR

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as inappropriate, sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the staff member to discipline up to and including termination. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters Empower's mission of academic excellence, employee student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Chief Executive Officer or the Executive Director. It is recommended that any such gifts be filtered through the Chief Executive Officer or the Executive Director along with the rationale therefor.
- Kissing of ANY kind
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)

- Full frontal or rear hugs and lengthy embraces
- Sitting student on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from Empower
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such items
- "Dating" or "going out with" a student
- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator or caretaker
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from Empower or school activities without the express, advance written permission of the Chief Executive Officer or the Executive Director and the student's parent or legal guardian
- Being alone in a room with a student with the door closed
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other designated school volunteer
- Excessive attention toward a particular student

- Sending e-mails, text messages, instant messages, social media messages, or letters to students if the
  content is not about Empower activities and not in accordance with applicable Empower policies or
  in violation of Empower's Social Media Policy
- Being "friends" with a student on any personal or non- Empower social media website
- Communicating with students or parents/guardians in violation of Empower's Social Media Policy
- Engaging in inappropriate and/or unprofessional communications with students on Empower's social media
- Using profanity with or to a student
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Pats on the shoulder or back
- Side hugs
- Handshakes
- · "High-fives" and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (Empower and parental) to take students off Empower's property for activities such as field trips or competitions including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to Empower activities or classes, and communication should be initiated via Empower-based technology and equipment
- Keeping the door wide open when alone with a student

- Keeping reasonable and appropriate space between you and students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Asking for advice from senior staff or administrators (such as Human Resources) if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing Human Resources about situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student
- Giving students praise and recognition without touching them in questionable areas
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of Empower

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted.

Excessive force is prohibited.

# REPORTING VIOLATIONS

When any employee becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to the Chief Executive Officer or Human Resources. If the allegation also constitutes a reportable event under California Penal Code section 11666, the employee shall comply with the requirements under California Penal Code section 11166. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and Empower

as a whole. Employees must also report to the Administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

## **INVESTIGATING**

Human Resources and the Chief Executive Officer will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as deemed necessary and appropriate under the circumstances.

Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

# **VIOLATIONS**

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

# CHILD ABUSE OR NEGLECT REPORTING

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. An employee who knows or reasonably suspects a child has been the victim of child abuse or neglect shall report the instance to the Los Angeles County Department of Children and Family Services (800) 540-4000 https://dcfs.lacounty.gov/contact/report-child-abuse/. If the circumstance falls under a different county, please call (800) 540-4000 and request contact information for the appropriate county. The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. The reporter should not contact the child's parents. Empower employees are required to report instances of child abuse or neglect when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require

certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect.

Reporting the information regarding a case of possible child abuse or neglect to your supervisor, an Empower Director, an Empower counselor, coworker or other person shall not be a substitute for making a mandated report to **The Los Angeles County Department of Children and Family Services**. In addition, employees must also complete annual training as required by law. Employees who have any questions about these reporting requirements should contact Human Resources.

# DRUG AND ALCOHOL-FREE WORKPLACE

Our employees are our most valuable resource, and we are committed to providing a safe working environment to protect our employees and others, and to minimize the risk of accidents and injuries. It is Empower's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils, at an Empower-related event or function, or on Empower property at any time. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, illegal drugs or other intoxicating substances.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Marijuana" means and includes medical marijuana, marijuana vaping or other recreational marijuana use.

"Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or illegal drugs in any detectable manner.

#### Empower prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, marijuana or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by the School;

- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

Engaging in any of the activities above shall be considered a violation of Empower's policy and the violator will be subject to discipline, up to and including termination. Empower complies with all federal and state laws and regulations regarding drug use while on the job.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by Empower where alcohol is served or while entertaining donors and prospective donors of Empower. However, employees must remember their obligation to conduct themselves appropriately at all times while at Empower-sponsored functions or while representing Empower.

Any employee who is convicted of a violation of any criminal drug statute for a violation occurring in the workplace shall notify Empower no later than five days after such conviction.

## PRESCRIPTION DRUGS

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' prescription drug use or nonprescription medication may affect their job performance, such as by causing dizziness or drowsiness.

It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair safe job performance and to notify a supervisor of any job restrictions that should be observed as a result. An employee is not required to reveal the name of the medication or the underlying medical condition. If you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

# DRUG TESTING

Empower may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom Empower reasonably suspects of using, possessing, or being under the influence of an illegal drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such a manner that they may harm themselves or another employee or students.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. Empower shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees were jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

### COUNSELING AND REHABILITATION

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at Empower. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, Empower may report such illegal drug activities to an appropriate law enforcement agency.

# HEALTH, SAFETY AND SECURITY POLICIES

Empower is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, Empower has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The Injury and Illness Prevention Program is kept by the Administration and is available for your review.

All employees are expected to know and comply with Empower's general safety rules and to follow safe and healthy work practices at all times. Please immediately report to your supervisor any potential health or safety hazards and all injuries or accidents.

In compliance with Proposition 65, Empower will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Empower has also developed guidelines to help maintain a secure workplace. It is important for all employees to be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the

end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees and our students, depends upon the alertness and sensitivity of every individual. Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

# EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees who are required to drive their own vehicle on approved Empower business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, Empower retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved Empower business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved Empower business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns.

Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by Empower or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability. Violations of this policy will be subject to disciplinary action, up to and including termination.

## **SMOKING**

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School's premises or within twenty (20) feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises.

#### **HOUSEKEEPING**

Empower strives for a clean, safe and sanitary environment. All employees are expected to keep the premises orderly and to clean up after themselves, which includes leaving their work areas, common areas, the kitchen and the refrigerator neat and clean. Employees who work in open areas should not eat at their desks.

#### **PARKING**

Employees may use Empower parking facilities as may be available and as directed by Empower. Empower is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

## **EMPOWER PROPERTY & INSPECTIONS**

Empower is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other improper materials. Additionally, Empower provides property and facilities to its employees to carry out business on behalf of Empower. Desks, files, copiers, storage areas, work stations, file cabinets, lockers, and supplies, both office and household, are Empower property and must be maintained according to Empower rules and regulations. They must be kept clean and are to be used only for work-related purposes.

Accordingly, employees do not have a reasonable expectation of privacy when using any Empower property or facilities. In accordance with these policies, all Empower facilities and property may be inspected by Empower at any time, with or without prior notice to the employee. Empower reserves the right to deny entry to any person who refuses to cooperate with any inspections by Empower. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Prior authorization must be obtained before any Empower property may be removed from any Empower premises. All Empower property must be immediately returned upon request, when employee is on an extended leave of absence, and/or upon termination of the employment relationship.

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. Empower is not responsible for any lost or stolen personal items at work, on Empower premises, or during Empower-related functions.

Terminated employees should remove any personal items at the time they leave the Empower. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise. Empower will make reasonable efforts to help terminated employees collect any personal items left behind during the usual business hours of Monday through Friday, 8am to 4pm.

## SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

In order to maintain and promote efficient operations, discipline, and security, Empower maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

- 1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
- 2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
- 3. No employee shall enter or remain in Empower work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include Empower parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.
- 4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on Empower property.

5. Non-employees must sign in at the front office before entering Empower property.

Violations of this policy may result in disciplinary action, up to and including termination.

## USE OF EMPOWER COMMUNICATION EQUIPMENT AND TECHNOLOGY

Empower has a commitment to protect our employees and our students. One of the ways to protect our employees and students is to monitor and limit technology use within safe boundaries. Empower's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks. All Empower-owned Communications Systems remain the property of Empower and are provided to the employee to carry out business on behalf of Empower, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using Empower owned equipment and technology. Communications (including any attached message or data) made using Empower owned communications equipment and technology are subject to review, inspection and monitoring at any time by Empower. All communications and information transmitted by, received from, or stored in these systems are Empower records and the property of Empower. Electronic communications are a means of business communication. Empower requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on Empower letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

Protecting our students and the children at Empower is one of our top priorities. In order to do so, Empower uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voicemail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by Empower for any number of reasons. As a result, employees do not have an expectation of privacy in this regard. Employees who do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

### USE OF ARTIFICIAL INTELLIGENCE ("AI") TOOLS

Artificial Intelligence ("AI") is a machine learning system capable of complex tasks and can be a valuable tool to enhance learning. Empower Generations recognizes the inevitable reality that AI is improving at an exponential rate, and is quickly becoming embedded in all facets of everyday life. Empower Generations has chosen to embrace this new technology and is committed to teaching and supporting the responsible use of AI to both employees and Learners.

Al use must align with Empower Generations' core values, and adhere to Empower Generations' standards of conduct. Al must not be used for plagiarism, and all sources, including AI, must be cited. Al should not be solely relied upon for fact-checking, and users are prohibited from using AI for obscene, harmful or inappropriate purposes or for sharing confidential information.

As AI tools are quickly evolving and becoming more accessible, Empower Generations reserves the right to limit or designate types of AI tools which are acceptable for use by employees and Learners. Any disregard of these guidelines will result in disciplinary action, up to and including possible termination of employment.

#### PROHIBITED USE

The Communications Systems is provided solely for the purpose of conducting Empower business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt Empower business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems. Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the appropriate prior written authorization. Employees are not permitted to use Empower's Communications Systems to view visual images that are obscene, child pornography and/or images harmful to minors.

The e-mail system and Internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of a protected category as defined in the Discrimination, Unlawful Harassment, Retaliation and Complaint Procedures policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. Empower has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems. Users are also prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

The e-mail system and Internet access is not to be used in any manner that is against the policies of Empower, contrary to the best interest of Empower or for personal gain or profit of the employee against the interests of Empower. Employees must not use Empower's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Users must not alter, copy, transmit, or remove Empower information, proprietary software, or other files without proper authorization from Empower.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter employee's express permission. Each employee is responsible for the content of the messages sent out using Empower's Communications Systems. It is strictly prohibited to use any Communications Systems assigned to another employee to send messages to create the appearance that they are from that employee, unless the latter employee expressly authorizes such use. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

#### CONFIDENTIALITY AND PRIVILEGES

Information stored on the Communications Systems is intended to be kept confidential within Empower. Empower has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside Empower, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

#### ACCESS AND DISCLOSURE

Empower, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right upon authorization of the Administration, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although Empower entrusts you with the use of voice mail, e-mail, computer files, software, or similar Empower property, you should keep in mind that these items have been installed and maintained at great expense to Empower and are only intended for business purposes. At all times, they remain Empower property. Likewise, all records, files, software, and electronic communications contained in these systems also are Empower property. You are advised that electronic files, records, and communications on Empower computer systems, electronic communication systems, or through the use of Empower telecommunications equipment are not private. Although they are a confidential part of Empower property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by Empower for any number of reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely

deleted when no longer needed. Empower is not responsible for costs incurred when employees use Empower telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after "deletion."
- May be accessed by authorized service personnel.
- May be examined by management without notice.

There will be times when Empower, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other Empower property. Empower also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when Empower suspects that Empower property is being used in an unauthorized manner.

Empower reserves the right to use and disclose any electronic communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

#### TECHNOLOGY DEVICE AGREEMENT

When an employee is provided with school owned technology, they will be required to review and accept the following terms:

- 1. Exclusive Device Use: The MacBook ("Device") issued to you is the property of the Company and is designated for your exclusive use for business-related purposes. You understand and agree that the Device must not be utilized by any other individuals under any circumstances. You bear the responsibility for maintaining the Device in good working order.
- 2. Password Security: You agree to maintain the confidentiality of all passwords associated with the Device and any software issued to you by the Company. These passwords must never be shared, either internally within the Company or externally, under any circumstances.
- 3. Damage or Theft Reporting: You agree to promptly report any damage, loss, or theft of the Device to the IT department as soon as reasonably possible, and in any event, within 48 hours of such an occurrence. Failure to report may lead to you being held accountable for replacement costs.
- 4. Return Upon Separation: Upon separation of employment for any reason, you agree to return the Device and all accompanying chargers and accessories to an authorized representative from the IT department, HR department, or your Director. The Device should be in good working order, excluding normal wear and tear. Unauthorized persons should not receive or handle returned devices. Failure to return the Device to the appropriate personnel may result in legal action for the recovery of the Device or its value.

- 5. Software Use: All software installed by the Company on the Device is to remain on the Device. Unauthorized installation or deletion of software may result in disciplinary action.
- 6. Software Licensing and EULAs: Employee acknowledges the importance of adhering to software licensing laws and agrees to comply with all relevant regulations and licensing requirements. In addition, the employee shall review and comply with all software licensing agreements and end-user license agreements ("EULAs") associated with the software installed on the Device.
- 7. Home Network Management: You understand that the management and security of your home network, when using the Device for remote work or otherwise, is your responsibility. The Company will not be held accountable for issues arising from your home network.
- 8. Privacy: You acknowledge that you have no expectation of privacy in anything you create, store, send, or receive on the Device. The Company reserves the right to monitor any and all activities on the Device.
- 9. Compliance with Laws, Policies, and Guidebook: You agree to use the Device in accordance with all applicable local and federal laws and regulations, as well as the Company's policies and guidelines as stipulated in the board-approved Employee Guidebook.

#### DISCIPLINE FOR VIOLATIONS OF POLICY

Any person who discovers misuse of the Internet access or any of Empower's Communications Systems should immediately contact Human Resources. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

#### POLICY MAY BE AMENDED AT ANY TIME

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. Empower reserves the right to amend this policy at any time.

## EMPLOYEE BLOGS AND SOCIAL NETWORKING

#### **SCOPE**

In light of the explosive growth and popularity of social media technology in today's society, Empower has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to Empower; (2) engage in social media activities during working hours; (3) use Empower equipment or resources while engaging in social media activities; (4) use your Empower e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with Empower; or (6) interact with Empower students or parents/guardians of Empower students on the Internet and on social media sites. For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, TikTok, Twitter, Pinterest, LinkedIn, YouTube, Instagram, and Snap Chat, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums.

Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, Empower's other policies, rules, and standards of conduct. For example, Empower policies on confidentiality, use of Empower equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all Empower policies whenever your social media activities may involve or implicate Empower in any way, including, but not limited to, the policies contained in this Guidebook.

#### STANDARDS OF CONDUCT

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of Empower policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of Empower's trade secrets and private or confidential information. Trade
  secrets may include information regarding the development of systems, processes, products, know how,
  and technology. Do not post internal reports, policies, procedures, student names or information, or other
  internal School related confidential communications. This prohibition applies both during and after your
  employment with Empower

- While it is acceptable to engage in limited and incidental social media activities at work, such social
  media activities may not interfere with your job duties or responsibilities. Do not use your Empower
  authorized e-mail address to register on social media websites, blogs, or other online tools utilized for
  personal use.
- Be knowledgeable about and comply with Empower's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Human Resources.
- Be knowledgeable about and comply with Empower's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Human Resources.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, suppliers, or other people or organizations who are affiliated with or work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, suppliers, people or organizations who are affiliated with or working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, suppliers, or other people or organizations who are affiliating with or working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

#### CREATING AND USING EMPOWER SOCIAL MEDIA

Employees are only permitted to communicate and connect with students on social media that is owned and operated by Empower. Employees are only permitted to communicate and connect with students' parents or guardians regarding Empower-related matters on social media that is owned and operated by Empower. All communications with parents or guardians regarding Empower-related matters on non-Empower or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-Empower or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Human Resources and members of the Administration, are responsible for approving requests for Empower social media, monitoring Empower social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). Empower has final approval over all content and reserves the right to close the social

media account at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up a social media account that is owned and operated by Empower in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create an Empower social media account from the Chief Executive Officer.
- Contact the IT Department to set up the social media account. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

### **ACCESS**

Employees are reminded that Empower's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of Empower. All communications and information transmitted by, received from, or stored in these systems are Empower records.

As a result, Empower may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. Empower may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with Empower has engaged in a violation of this, or any other, Empower policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to Empower's various electronic communications systems.

#### DISCIPLINE

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

#### RETALIATION IS PROHIBITED

Empower prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### **QUESTIONS**

In the event you have any questions about whether a particular social media activity may involve or implicate Empower, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and Empower recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each Empower employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

## PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES

To encourage teamwork at Empower, we encourage participation in recreation and social activities sponsored or supported by Empower. Please note that employee participation is strictly voluntary and employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and Empower disclaims any and all liability arising out of the employee's participation in these activities.

# PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of your employment, a personnel file is established for you. Empower strives to keep accurate and up to date personnel records. Please keep Human Resources advised of changes that should be reflected in your personnel file. Such changes include: change in name, home address, email address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable Empower to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of an Empower representative, at a mutually convenient time. A request for information contained in the personnel file must be in writing and directed to Human Resources.

Current and former employees, or employee representatives, may also request inspection in writing. Please contact Human Resources to schedule a convenient time. You may request copies from your file of all documents. Empower may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, Empower will cooperate with—and provide access to your personnel file to—law enforcement officials or local, state or federal agencies or as otherwise required in accordance with applicable law.

# HOURS OF WORK, OVERTIME AND ATTENDANCE

#### WORK HOURS AND SCHEDULES

Empower's normal working hours are from 8:00 a.m. -4:30 p.m., Monday through Friday. The work schedule for full-time non-exempt employees is normally 40 hours per week. Your supervisor will assign your work schedule, which may fall outside of the normal working hours. Employees are expected to be punctual and ready to start work at their scheduled time.

### **OVERTIME**

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime pay.

For purposes of calculating overtime, Empower's standard workweek begins on Saturday at 12:00 a.m. (midnight), and ends on Friday at 11:59 p.m. Empower's standard workday is 12:00 a.m. (midnight) to 11:59 p.m. each day.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked. Any overtime must be preauthorized in writing by your supervisor.

#### MEAL AND REST PERIODS

<u>Meal Periods</u>: All non-exempt employees must take an uninterrupted meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a

second uninterrupted meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy. Employees must begin their first meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m.

An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. Empower offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods.

Employees are eligible for the following number of meal periods:

Length of Workday in Hours	# of Meal Periods	Explanation
0 to ≤ 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to ≤10	1	An employee who works more than 5 hours in a workday, but who does not work more than ten hours in a workday, must take a 30-minute uninterrupted meal period, unless the employee works six or fewer hours and voluntarily waives his or her first meal period.
> 10	2	An employee who works more than ten hours in a workday must take a second uninterrupted 30-minute meal period, unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his or her second meal period.

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's first meal period must begin within 5 hours of starting work (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:30 a.m., then the employee must clock out and start his or her meal period no later than 1:30 p.m.
Second Meal Period	An employee's second meal period must begin within ten hours of starting work (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in 8:30 a.m., then the employee must clock out and start his or her second meal period no later than 6:30 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Non-exempt employees must record the exact start and stop times of each meal period through Empower's timekeeping system so that Empower may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

<u>Rest Periods:</u> All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three rest periods.

During your rest periods, employees are absolutely prohibited from performing work of any kind or any amount. You are excused from all duties. In addition, please understand that you may not join together required rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and accurately enter their time in the time keeping system. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by Empower), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a parent call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period to their supervisor, and accurately enter their time in the time keeping system.

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

Failure to comply with Empower's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

## LACTATION ACCOMMODATION POLICY

Employees have the right to reasonable time and access to a private area during the workday to express milk. In compliance with state and federal law, Empower provides a supportive environment to enable nursing mothers to express breast milk during the work day.

If the lactation break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the lactation break time will be unpaid. Where unpaid breaks or additional time are required, the employee should work with their Supervisor regarding scheduling and reporting the extra break time as unpaid in Empower's time reporting system.

Because exempt employees receive their full salary during weeks in which they work and they are not normally required to identify break and meal times, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, Empower shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, Empower may provide another cooling device suitable for storing milk, such as an Empower-provided cooler. Employees should discuss with their Supervisor the location for storage of expressed milk. Employees may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

To request the above, please contact your Supervisor or Human Resources. Empower will respond accordingly, generally within two business days.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at 833-526-4636 or visit local office by finding the nearest one on their website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

### PAY DAYS

Employees who are paid a predetermined salary will have paydays scheduled on the 15th and the last day of each month. All other employees (i.e., those on an hourly basis, etc.) will have paydays scheduled on a

bi-weekly basis paid, every other Friday, of each month (see the ADP/WorkforceNow home page for the schedule). Empower reserves the right to modify its payroll practice as it deems necessary. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the last day of work before the holiday. Employees are required to report any overpayment of wages to the Payroll Department. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

## ATTENDANCE POLICY

Empower strives for a healthy and positive work environment. Good attendance and punctuality are an important part of the day-to-day operations. Excessive absenteeism and/or tardiness might place a burden on fellow employees and Empower.

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with your supervisor to the extent possible. If it is not possible to arrange your absence or tardiness in advance, you must notify your supervisor no later than one-half hour before the start of your workday or as soon as reasonably practicable, if you are absent or tardy in accordance with Empower's sick leave policy. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission.

If you are a teacher and need a substitute for any absence other than those taken under Empower's sick leave policy, you are responsible for communicating with the designated contact for your specific site and submitting a request for the designee to arrange for a substitute. This request must be submitted in advance. If you are absent from work longer than one day please communicate this with your supervisor or designated contact.

Excessive unexcused absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including termination. Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively scheduled

workdays, Empower will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

### TIME RECORDS

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means non-exempt employees must record their time whenever they begin, cease, or resume working during the course of a workday. While you need not record when you begin or end your rest periods, you must record when you begin and end your meal periods. Under no circumstances may one employee record time for another employee.

Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness as directed. If instructed by your supervisor, you will be expected to record time worked on a timesheet for each pay period. Recording inaccurate time on your timesheet or recording time on another employee's time sheet is a violation of Empower policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

# PROFESSIONAL LEARNING

As a commitment to our team's professional growth, Empower holds minimum days on certain designated days to allow for professional learning, collaboration opportunities and meetings. All staff, including Facilitators, Care Team, Student Support, etc. are required to attend the meetings and/or work days that apply. If a staff member is unable to attend, they must notify their supervisor by requesting the time off in the time and attendance system. Various professional learning opportunities will be offered throughout the year. Staff is required to attend all professional learning opportunities prior to the start of the school year. Staff is encouraged to visit other charter schools (as appropriate), attend applicable conferences, and conduct a research activity/presentation and other approved professional learning activities.

## STANDARDS OF CONDUCT

#### PERSONAL APPEARANCE

Empower encourages all employees to maintain professionalism in appearance and in behavior. Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position, and must at all times wear shoes. Your supervisor will inform you of any specific dress requirements for your position.

### PROHIBITED CONDUCT

Empower expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by Empower. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by Empower.

- Unexcused absence and/or lack of punctuality
- Release of confidential information without authorization
- Violation of Empower's Drug and Alcohol-Free Workplace policy
- Theft or embezzlement
- Willful destruction of property
- Falsification, fraud or omission of pertinent information when applying for a position
- Any willful act that endangers the safety, health or wellbeing of another individual
- Horseplay
- Any act of sufficient magnitude to cause disruption of work or gross discredit to Empower
- Misuse of Empower property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course and scope of your employment with Empower

- Acts of discrimination or unlawful harassment based on gender, ethnicity or any other basis protected by applicable law or policies
- Failure to comply with Empower's safety procedures
- Insubordination such as a failure to follow a supervisor's legitimate and legal direction.
- Failure to follow any known policy or procedure of Empower or gross negligence that results in a loss to Empower
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unauthorized use of Empower equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned overtime
- Failure to take meal and/or work breaks
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from Empower.
- Sleeping or malingering on the job
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on Empower time.
- Unauthorized use of cameras or other recording devices on Empower's premises.
- Making false or malicious statements about any employee or Empower.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on Empower's premises or while performing duties on behalf of Empower.
- Violation of the Employee-Student Relations policy
- Violation of any safety, health, security, or other Empower policies, rules, or procedures.

Although employment may be terminated at will by either the employee or Empower at any time, without following any formal system of discipline or warning, Empower may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. While one or more of these forms of discipline may be taken, no formal order or procedures are necessary. This statement of prohibited conduct does not alter or limit the policy of employment at will. Either you or Empower may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

## CONFIDENTIAL INFORMATION

It is important to Empower to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

Empower devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of Empower you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by Empower. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of Empower, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to Empower during extended leaves of absence or upon termination of employment.

During your employment with Empower, you will not be permitted nor required to breach any obligation to keep in confidence, proprietary information, knowledge, or data acquired during your former employment.

You must not disclose to Empower any confidential or proprietary information or material belonging to former employers or others. Employees must refer any person seeking school records or information to Human Resources for handling. Empower prohibits audio or video recordings in the workplace, during working hours, without authorization of Empower due to privacy and confidentiality concerns and protections. Failure to comply with this policy may result in disciplinary action, up to and including termination.

## **OUTSIDE EMPLOYMENT**

Employees are required to inform Empower, before accepting any employment or consulting relationship with another person or entity while employed by Empower. While Empower does not uniformly prohibit outside employment, employees will not be permitted to accept outside work that is competitive with Empower, that creates a conflict of interest that interferes with the employee's work for Empower or that reflects negatively on either the employee or Empower. Employee will not render services in person or by electronic means, paid or otherwise, for any other persons or entity during work hours with Empower.

Employee understands that violating this rule may result in a report to the Commission on Teacher Credentialing, as well as disciplinary action up to and including termination.

## **EXPENSE REIMBURSEMENTS**

Empower will reimburse employees for reasonably necessary expenses incurred in the furtherance of Empower's business. In order to be eligible for reimbursement, employees must follow the protocol set forth in Empower's current 'Fiscal Policies & Procedures' regarding expense reimbursements. In general, all expenses must have been previously approved by supervisor. All receipts pertaining to the reimbursement must be original and detailed, and should be submitted with a completed and approved Reimbursement Request Form, in a timely manner, to the Business Office for payment process.

# EMPLOYEE BENEFITS AND LEAVES OF ABSENCE

Empower is happy to provide eligible employees with a wide range of benefits. The description of Benefits that follows is only a brief summary for your general information. For details and exact information, please see the Benefits Guidebook located on the home page of ADP/WorkforceNow.

#### PAID SICK LEAVE

Empower enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

#### **ELIGIBLE EMPLOYEES**

All employees (including full-time, part-time and temporary employees) who work more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and caps set forth in this policy.

#### PERMITTED USE

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship or a designated person. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period. Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

### ACCRUAL RATE, MAXIMUM, AND CARRYOVER

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of PSL for eligible exempt employees will be calculated based on a 40-hour workweek or the employee's normal workweek if the employee normally works less than 40 hours. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence. Accrued but unused PSL will carry over from year to year, subject to a maximum carry over cap as described below.

All Regular Full-Time Exempt and Non-Exempt Employees: Empower provides full-time employees with up to 12 days (or 96 hours) of PSL each school year at an accrual rate of 1 day (or 8 hours) per month beginning immediately upon hire or upon the beginning of the school year, whichever occurs first. All unused PSL will carry over from year to year.

**All Other Employees:** Eligible employees will accrue one hour of PSL for every 30 hours worked beginning immediately upon hire or upon the beginning of the school year, whichever occurs first. There is a cap on PSL accrual. Employees may accrue up to a maximum accrual of 80 hours of PSL. Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no

PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

For STRS eligible employees: To the extent permitted by applicable law, unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System ("STRS") for those employees who are eligible to participate in such benefits in the year in which they earn the sick leave.

Employees who are not eligible for STRS when they earn sick leave may not apply unused sick leave toward any future STRS benefits if those employees later become eligible.

Unused sick leave will be transferred to any subsequent California public school when requested in writing by the former employee and/or employing district/school to the extent permitted by applicable law. Moreover, incoming employees may transfer unused sick leave from any prior California public school when requested in writing by the incoming employee and verified by the former California public school employer to the extent permitted by applicable law. Such transferred sick leave is only available for credit to STRS and is not credited to the employee's sick leave balance at Empower.

#### LIMITS ON USE

Eligible employees may use accrued PSL beginning on the 90th day of employment, and PSL may be taken in minimum increments of two hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use accrued PSL to make up for the absence.

#### NOTIFICATION

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

#### **TERMINATION**

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

#### NO DISCRIMINATION OR RETALIATION

Empower prohibits discrimination or retaliation against employees for using their PSL.

#### NON-CONTRACT DAYS OFF

Certain Exempt employees may be eligible for paid days off designated as non-contract days. Requests for non-contract days should be submitted to the supervisor via ADP/WorkforceNow with as much advance notice

as possible. Non-contract days do not accrue, do not carry over from school-year to school-year, and are not paid out upon termination of employment.

Employees who directly work with school staff, and have been designated as having non-contract days, must use non-contract days during school breaks when the employee is not required to support staff and/or learners.

For CalSTRS eligible employees, you are required to work all of your designated contract days to receive one year of creditable service for CalSTRS purposes.

## **INSURANCE BENEFITS**

### **INSURANCE**

Full-time employees are entitled to insurance benefits offered by Empower. These benefits will include medical, dental, and vision. Empower will have a defined contribution towards the employee's insurance premiums that are Empower sponsored insurance plans. This amount will be determined on an annual basis, and can be found in the Benefits Guidbook located on the home page of ADP/WorkforceNow. The employee's portion of monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

Full-time employees may also be covered under an insurance policy that includes Life, Short-Term Disability, and Long-Term Disability at no cost to the full-time employee. Additional voluntary insurance plans paid entirely by the employee, may be offered through Empower, and premiums will be deducted from the employee's paycheck on a post-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of increased premiums to retain coverage. Failure to timely request and pay for such coverage will result in the loss of coverage.

## DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance ("SDI"), which is a partial wage-replacement insurance plan for California workers.

Employees may be eligible for SDI when they are ill or have non-work related injuries. Employees may also be eligible for SDI for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate.

Specific rules and regulations relating to SDI eligibility can be found at www.edd.ca.gov/disability.

### FAMILY LEAVE INSURANCE (WAGE SUPPLEMENT)

Eligible employees are covered by California's Paid Family Leave ("PFL") benefit. Paid Family Leave does not provide employees with a protected leave of absence. Rather, Paid Family Leave provides only partial wage replacement benefits when an employee has been approved for a leave of absence. In order to obtain approval for leave of absence for the reasons set forth below, the employee must contact Human Resources. Leave to care for certain family members may be covered by applicable law for certain eligible employees. Leave that is not covered by applicable law may or may not be approved by Empower, in Empower's sole discretion. Nothing in this policy guarantees that Empower will provide additional leaves of absence other than those already required by applicable law.

The PFL fund is administered by the California Employment Development Department ("EDD"), not Empower, which means that employees must apply to the EDD to receive this benefit. Through the PFL fund, the EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a 12-month period.

PFL benefits may be available from the EDD for a leave of absence for the following:

- For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or
- To care for an immediate family member (spouse, registered domestic partner, child or parent, grandparent, grandchild, sibling and parent-in-law, as defined by the PFL law) who is seriously ill and requires care.
- To participate in a qualifying event because of a family member's (i.e. a spouse, registered domestic partner, parent or child) military deployment to a foreign country

PFL benefits will be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable law and/or Empower policy.

PFL leaves will run concurrently with any CFRA leaves.

#### WORKERS' COMPENSATION INSURANCE

Eligible employees are entitled to Workers' Compensation Insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee. See below for a further description of making a claim for Workers' Compensation Insurance benefits.

If you are injured while on the job, you must:

#### Emergency

- 1st Call 911
- 2nd Call Rick Crunelle to notify @ 1-818-281-9721 and he will call 1-877-480-3947 to alert Berkley, the workers' compensation insurance provider

### • Not Emergency

- 1st Call Injured Person calls the workers' compensation hotline 1-877-480-3947
- 2nd Call Rick Crunelle to notify @ 1-818-281-9721

If medical treatment is needed in a non-emergency situation, you must call the workers' compensation provider at 877-480-9721 and they will direct you to a local medical provider.

The supervisor will complete the Accident/Incident Investigation Form, and will coordinate with any witnesses to complete the Witness Statement Form.

#### UNEMPLOYMENT COMPENSATION

Empower contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

### LEAVES OF ABSENCE

At Empower, we understand employees may experience personal or medical matters during their time of employment here. If an employee has a need for a Leave of Absence, please notify your supervisor and follow the guidelines outlined below.

Under certain circumstances, Empower may grant leaves of absence to employees. Employees must submit requests for leaves of absence in writing to Human Resources by opening a Human Resources ticket in the self-service portal as far in advance as possible. To open the lines of communication, while on leave, we ask employees to keep in contact with Human Resources and notify Human Resources if the date to return to work changes. If an employee's leave expires and the employee fails to return to work without contacting Human Resources, it will be presumed that the employee abandoned his/her position with Empower and employment may be terminated. If an employee is unable or unwilling to return to work at the expiration of his/her leave of absence, his/her employment may be terminated as permitted by law.

This Guidebook summarizes leave that may be available to employees. Most leave policies have differing requirements for eligibility, duration, benefits, etc.

Therefore, employees should contact Human Resources to request specific information relating to a particular leave policy. Employee benefits, including, but not limited to, paid sick leave, do not accrue during a leave of absence unless otherwise required by law or by applicable Empower policies. While out on a leave of absence, employees may not accept employment with another school employer or person unless agreed to in advance in writing by Human Resources. Acceptance of employment in violation of this policy will be considered an abandonment of the employee's position with Empower, and employment may be terminated.

### FAMILY AND MEDICAL LEAVE ACT (FMLA)/ CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Under the Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by Empower for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence for purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of Empower within 75 miles. Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use Empower's request form, which is available on the home page of ADP/WorkforceNow, or upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

- 1. the care of an employee's newborn child (i.e., baby bonding) or a child placed with the employee for foster care or adoption. Leaves for these reasons must be completed within 12 months of the birth or placement of the child;
- 2. the care of the employee's spouse, child or parent<sup>1</sup> with a "serious health condition" and for purposes of CFRA only, the care of the employee's grandparent, grandchild, sibling, registered domestic partner, or designated person<sup>2</sup> with a "serious health condition";
- 3. the "serious health condition" of the employee (including serious health condition resulting from an on-the job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job. For FMLA leave only, a serious health condition also includes a disability caused by pregnancy, childbirth, or related medical conditions, which runs concurrently with the Company's separate pregnancy disability policy;

<sup>&</sup>lt;sup>1</sup> For purposes of FMLA only, the term "parent" does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco parentis to the child.

<sup>&</sup>lt;sup>2</sup> Designated person means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Only one individual may be a "designated person" per 12-month period.

- 4. (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness: or
- 5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, parent-in-law, grandparent, grandchild, sibling, registered domestic partner, or designated person (as may be applicable for FMLA/CFRA purposes) requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide Empower with a medical certification from your health care provider establishing eligibility for the leave, and you must provide Empower with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to Empower in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

FMLA/CFRA leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12- month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued PSL during unpaid family and medical leave that is due to your own serious health condition. If mutually agreed upon between Empower and the employee, PSL may be used for the care of a qualifying family member or designated person or in connection with the birth, adoption or foster care of a child.

However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and Empower may mutually agree to supplement such benefit payments with available PSL.

Benefit accrual, such as PSL and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed, unless you choose to suspend your coverage during your leave. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. Upon your request for a leave of absence, Human Resources will provide you with a form that will outline your options regarding payment for your benefits while on leave.

If you do not return to work on the first workday following the expiration of an approved FMLA/CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law. In certain circumstances under FMLA leave, "key" employees may not be eligible for reinstatement following a family and medical leave. Empower will provide written notice to any "key" employee who is not eligible for reinstatement.

FMLA will run concurrently with any leave covered by State Disability Insurance or Pregnancy Disability Leave.

CFRA will run concurrently with any Paid Family Leave.

### PROCEDURES FOR REQUESTING AND SCHEDULING FMLA/CFRA LEAVE

An employee should request FMLA/CFRA leave by completing a Request for Leave form (available on the home page of ADP/WorkforceNow or from Human Resources) and submitting it to supervisor and Human Resources. As mentioned above, employees should provide not less than 30 days' notice of their intent to take FMLA/CFRA leave or if such notice is not possible, employees should provide notice as soon as is practicable, for foreseeable childbirth, placement or any planned medical treatment for the employee or his/her qualifying family member. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position. If an FMLA/CFRA leave request is granted, Empower will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### PREGNANCY DISABILITY LEAVE

Empower provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Empower. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

Empower will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, Empower may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Pregnancy disability leave runs concurrently with FMLA, so any time off will count against your FMLA allotment. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and Empower may mutually agree to supplement such benefit payments with available sick leave. Benefit accrual, such as sick leave and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

Additionally, you may choose to suspend your medical, dental, and vision benefits during your leave. Human Resources will provide you with a form to select how your benefits will be handled.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is required to provide Empower with the expected date of return when the leave is first requested, and at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

### UNPAID LEAVE OF ABSENCE (MEDICAL)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, Empower may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to Empower. Approved absences of less than two weeks are not treated as medical leaves of

absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Employees will be required to use any accrued PSL during any unpaid portion of this leave. Benefit accrual, such as paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, Empower does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

### DISCRETIONARY UNPAID LEAVE OF ABSENCE (NON-MEDICAL)

Under emergency circumstances for personal or other non-medical reasons, you may need to be temporarily released from the duties of your job with Empower. It is the policy of Empower to allow its eligible employees to apply for, and be considered for, certain specific leaves of absence not otherwise set forth in this Guidebook. However, this policy is intended only for extreme circumstances, and must be approved by the Chief Executive Officer.

Failure to return to work as scheduled from an approved leave of absence, or failure to inform Human Resources of an acceptable reason for not returning as scheduled, will be considered to have abandoned his/her employment.

All requests for leaves of absence shall be submitted in writing to Human Resources. Each request shall provide sufficient detail, including the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.

Regular full-time employees must have completed one year of service to be eligible to request an unpaid personal leave of absence of no more than thirty (30) calendar days. During that time, you may remain covered under Empower's medical plans subject to plan eligibility and requirements and must continue to pay your portion of the applicable premiums. Any non-medical leaves of absence that last longer than 30 days will be considered a break in employment.

A request for a personal leave will be evaluated on a number of factors, including anticipated operational and staffing requirements during the proposed time of absence. In the case where the initial 30 calendar days are insufficient, consideration may be given for an extension of 30 more days if your manager is informed in writing.

If you are on leave for more than 30 days, you must pay the full costs of your insurance benefits. Empower will resume payments when you return to active employment.

Employees do not continue to accrue sick leave or holiday benefits while they are on unpaid discretionary leaves of absence. Further, employees have no guaranteed reinstatement of employment following the expiration of any leave of absence granted under this policy.

#### LONG-TERM DISABILITY

One of the benefits that may be provided by Empower is Long-Term Disability Insurance. Empower employees who are on a leave of absence, and qualify for long-term disability benefits will be required to provide a doctor's note defining the estimated date for returning to work. If no note is provided, or if the return date is indefinite, or if the return date is unreasonably distant (at the discretion of the Chief Executive Officer), employment with Empower will be terminated.

### FUNERAL/BEREAVEMENT LEAVE

Empower employees who have worked with Empower for at least 30 days may be eligible for up to 5 working days off upon the death of a family member. Regular exempt full-time employees will receive this time with pay. For all other employees, the time off will be unpaid. Bereavement leave must be completed within three months of the date of the death of the family member, but need not be consecutive.

Upon request, employees must provide documentation of the death of the family member within 30 days of the first day of the leave. "Documentation" may include, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

For purposes of this policy, an employee's family member includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent..

Bereavement leave as stated above must be approved by the employee's supervisor. Employees may use accrued vacation(if applicable) or paid sick leave for unpaid portion of their leave. If the employee does not have accrued vacation or paid sick leave, the absence will be without pay.

This Bereavement leave policy also applies to leave due to "reproductive loss". Reproductive loss includes situations like miscarriage or stillbirth, unsuccessful assisted reproduction, failed surrogacy or failed adoption. Supporting documentation will not be required when the leave is related to reproductive loss.

#### MILITARY LEAVE OF ABSENCE

All employees who leave Empower for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military

service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue sick leave or receive holiday pay during military leave.

#### FAMILY MILITARY LEAVE

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

The employee may take this time off without pay unless otherwise required by applicable law. However, employees who need time off to participate in a qualifying event resulting from a family member's deployment to a foreign country may be eligible for Paid Family Leave benefits through the California Employment Development Department.

#### DRUG AND ALCOHOL REHABILITATION LEAVE

Empower will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program, provided that the accommodation does not impose an undue hardship on Empower. Empower will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact Human Resources. Empower will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use paid sick leave, if any, during requested leave.

Nothing in this policy shall prohibit Empower from refusing to hire or from discharging an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others. This policy in no way restricts Empower's right to discipline an employee, up to and including termination of employment, for violation of Empower's Drug and Alcohol Abuse Policy.

#### TIME OFF TO ATTEND CHILD'S SCHOOL DISCIPLINE

Any employee who is a parent or legal guardian of a child that has received written notice from the child's school requesting his or her attendance at a disciplinary conference is entitled to take unpaid leave to attend the conference. Please contact your supervisor to determine eligibility and scheduling before taking any leave to attend a disciplinary conference.

To be eligible for time off to attend a child's school, the employee must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off (if advanced notice is provided). This type of leave will be unpaid.

#### TIME OFF TO ATTEND CHILD'S SCHOOL ACTIVITIES

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance.

You may be asked to provide documentation from the school or day care facility that you participated in the activity to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid.

#### TIME OFF FOR JURY AND WITNESS DUTY

Empower encourages employees to serve on jury or witness duty when called. An employee must notify their supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Any jury pay or mileage may be kept by the employee. Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

Verification from the court clerk of having served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

In the event that the employee must serve as a witness within the course and scope of his or her employment with Empower, Empower will provide time off with pay.

#### RIGHTS FOR VICTIMS OF CRIME OR ABUSE

### Right to Time Off:

If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

# Right to Reasonable Accommodation for Victims of Domestic Violence. Sexual Assault or Stalking:

Employees have the right to ask Empower for help or changes in their workplace to make sure they are safe at work. Empower will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. Empower may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. Empower will maintain confidentiality regarding any requests for accommodations under this policy.

<u>Prohibition on Retaliation and Discrimination:</u> Empower is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of a crime or abuse.
- The employee asked for time off to get help

• The employee asked Empower for help or changes in the workplace to ensure safety at work.

<u>Right to File a Complaint:</u> If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 833-526-4636 or visit a local office by finding the nearest one on its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## TIME OFF FOR VICTIMS OF CRIME

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. The types of verification Empower may require for an unscheduled judicial processing include: documentation evidencing the judicial proceeding from any of the following entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

# TIME OFF FOR EMERGENCY DUTY/TRAINING FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS OR EMERGENCY RESCUE PERSONNEL

If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel (including an officer, employee or member of a disaster medical response entity sponsored or requested by the state) who intends to perform emergency duty/training during work hours, please alert your supervisor so Empower is aware of the fact that you may have to take time off to perform emergency duty/training. In the event any employee needs to take time off for this type of emergency duty/training, a supervisor must be notified before leaving work. All time off for these purposes is unpaid.

Registered volunteer firefighters, reserve peace officers or emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire or law enforcement training not to exceed 14 days per calendar year. In the event you need to take time off for this type of emergency duty/training, you must notify your supervisor and Human Resources in advance.

If you feel you have been treated unfairly as a result of taking or requesting emergency duty/training, you should contact your supervisor or any other manager, as appropriate.

#### CIVIL AIR PATROL LEAVE

Empower will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, Empower will not retaliate against an employee for requesting or taking Civil Air Patrol leave, which is unpaid.

Empower will provide not less than 10 days per year of leave but no more than 3 days for a single emergency operational mission unless the emergency is extended by the entity in charge of the operation and Empower approves the leave. Employees must have been employed by Empower for at least 90 days immediately preceding the commencement of leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Leave under this policy is unpaid. Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to their prior position or to a position with equivalent seniority status, pay, and other benefits, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee.

# TIME OFF TO VOTE

Empower encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Because polls are generally open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If you do not have sufficient time outside of working hours to vote and have not requested an absentee ballot, you may receive up to two hours of paid time off to vote. Any additional time off will be without pay.

Employees must request time off from their supervisor at least two working days before election day so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to normal work schedules.

If approved for time off, you will not incur any attendance infractions for missing work to vote. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

### WORKERS' COMPENSATION I FAVE

Empower will grant you a workers' compensation disability leave in accordance with state law if you incur an occupational illness or injury. As an alternative, Empower may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law (if eligible) and is unpaid (although certain wage replacement benefits may be available).

An employee who sustains a work-related injury or illness should inform his or her supervisor and Human Resources immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

### LEAVE FOR BONE MARROW AND ORGAN DONORS

Pursuant to California law, Empower will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, Empower will also provide up to 30 business days of paid leave within a one-year period and up to 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. This one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

Empower requires that bone marrow donors use up to five days of available accrued sick time during the course of the leave. Organ donors must use up to ten days of available accrued PSL time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide Empower with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, Empower will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give Empower as much notice as possible of the intended dates upon which the leave would begin and end.

## ADULT LITERACY LEAVE

Pursuant to California law, Empower will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on Empower. Empower does not provide paid time off for participation in an adult literacy education.

# EMPLOYMENT EVALUATION AND SEPARATION

#### EMPLOYEE REVIEWS AND EVALUATIONS

To encourage open communication with employees and supervisors, Empower supports an annual performance review. Empower strives to conduct employee performance reviews annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

There are several advantages to work planning:

- It helps you and your supervisor establish priorities among different work activities. It sets standards or goals that can help you increase your own productivity by providing a focus on your efforts in relation to goals.
- It provides an opportunity for you to share your ideas on doing your job better.
- It establishes expectations in advance, together with the results that will be used to determine success, which will help to ensure that your performance is judged fairly.

The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of Empower and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship. Failure by Empower to conduct a performance review will not prevent Empower from terminating your employment.

#### DISCIPLINE AND INVOLUNTARY TERMINATION

Violation of Empower's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. Empower's disciplinary system is informal and Empower may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.

# **VOLUNTARY TERMINATION**

Either the employee or Empower may terminate the employment relationship at any time, with or without notice and with or without cause. We hope that you will enjoy your employment with Empower. However, if you decide to resign, while it is not required, Empower requests that you give as much advance notice as possible (preferably two weeks) to allow Empower to plan for your departure.

Empower values its employees and is committed to providing a positive, rewarding and productive work environment. As a result, we appreciate your honest feedback during your exit interview. Upon resignation you will be provided an Employee Exit Checklist and Survey, and an exit interview may be scheduled on the last day of work with Human Resources. The purposes of the exit interview are to review eligibility for benefit

conversion, to ensure that all necessary forms are completed, to collect any Empower property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at Empower. Final pay will be provided in accordance with state law.

# RETURN OF PROPERTY

Employees are required to return Empower property that is in their possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request. We may also take all action deemed appropriate to recover or protect Empower property.

## **REFERENCES**

All requests for references and employment verifications must be promptly directed to Human Resources. When contacted for a reference or employment verification, Empower will only provide information concerning dates of employment and the title of the last position held. Other employees may not provide any employment verification.

# ACKNOWLEDGEMENT OF GUIDEBOOK AND AT WILL EMPLOYMENT

I acknowledge that I have received the Employee Guidebook. I have read the Guidebook and understand the contents of the Guidebook. I agree to abide by all of Empower's policies.

I understand and agree to my at-will employment status as described in the Guidebook, summarized as follows:

- This Guidebook does not in any way reflect a contract of employment, either express or implied between Empower and me.
- Empower is an at-will employer. I am free to terminate the employment relationship with Empower at any time; Empower, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, Empower may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion.

• Nothing in this Guidebook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between me and Empower for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

I understand that no supervisor or representative of Empower has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at will. I understand that only the Board of Directors has the authority to make any such agreement and then only in writing signed by the Board of Directors.

Employee's Name:	
Employee's Signature:	
Dated:	

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

# CLIENT'S COPY



# TAX RETURN FILING INSTRUCTIONS

FORM 990

#### FOR THE YEAR ENDING

JUNE 30, 2023

#### PREPARED FOR:

EMPOWER GENERATIONS 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534

#### PREPARED BY:

CHRISTY WHITE ASSOCIATES 348 OLIVE STREET SAN DIEGO, CA 92103

#### **AMOUNT DUE OR REFUND:**

**NOT APPLICABLE** 

#### **MAKE CHECK PAYABLE TO:**

NOT APPLICABLE

# MAIL TAX RETURN AND CHECK (IF APPLICABLE) TO:

NOT APPLICABLE

# RETURN MUST BE MAILED ON OR BEFORE:

NOT APPLICABLE

#### **SPECIAL INSTRUCTIONS:**

THIS RETURN HAS QUALIFIED FOR ELECTRONIC FILING. AFTER YOU HAVE REVIEWED THE RETURN FOR COMPLETENESS AND ACCURACY, PLEASE SIGN, DATE AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL TRANSMIT THE RETURN ELECTRONICALLY TO THE IRS AND NO FURTHER ACTION IS REQUIRED. RETURN FORM 8879-TE TO US BY MAY 15, 2024

# Form 8879-TF

# IRS e-file Signature Authorization for a Tax Exempt Entity

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ng	${ t JUL}$	1	, 2022, and ending	JUN	30	, 20 2 3

3

OMB No. 1545-0047

Department of the Treasury

Do not send to the IRS. Keep for your records.

For calendar year 2022, or fiscal year beginni

Go to www.irs.gov/Form8879TE for the latest information. Internal Revenue Service Name of filer EIN or SSN EMPOWER GENERATIONS 81-3281557 MALAKA DONOVAN Name and title of officer or person subject to tax SCHOOL DIRECTOR Type of Return and Return Information Part I Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I. **b Total revenue,** if any (Form 990, Part VIII, column (A), line 12) \_\_\_\_\_\_ **1b** \_\_\_\_\_ **1,353,288.** Form 990 check here ...... 1a **b Total revenue,** if any (Form 990-EZ, line 9) \_\_\_\_\_\_\_ **2b** 2a Form 990-EZ check here **b Total tax** (Form 1120-POL, line 22) Form 1120-POL check here 3a Tax based on investment income (Form 990-PF, Part V, line 5) 4a Form 990-PF check here 4b b Balance due (Form 8868, line 3c) 5b Form 8868 check here ..... 5a **b Total tax** (Form 990-T, Part III, line 4) Form 990-T check here ..... 6a Form 4720 check here ..... 7a b Total tax (Form 4720, Part III, line 1) 7b 8a Form 5227 check here ..... **b** FMV of assets at end of tax year (Form 5227, Item D) Form 5330 check here ..... **b** Tax due (Form 5330, Part II, line 19) 9a 9b **b** Amount of credit payment requested (Form 8038-CP, Part III, line 22) Form 8038-CP check here 10b 10a Declaration and Signature Authorization of Officer or Person Subject to Tax Under penalties of perjury, I declare that X I am an officer of the above entity or I I am a person subject to tax with respect to (name , (EIN) and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the process of the payment of the federal taxes owed on this return, and the payment of the federal taxes owed on this return, and the payment of the federal taxes owed on this return, and the payment of the federal taxes of the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal. PIN: check one box only X | authorize CHRISTY WHITE ASSOCIATES 81557 to enter my PIN Enter five numbers, but ERO firm name do not enter all zeros as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen. As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program. I will enter my PIN on the return's disclosure consent screen. Certification and Authentication Part III ERO's EFIN/PIN. Enter your six-digit electronic filing identification 30316735211 number (EFIN) followed by your five-digit self-selected PIN. Do not enter all zeros I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns. CHRISTY WHITE ERO's signature Date **ERO Must Retain This Form - See Instructions** Do Not Submit This Form to the IRS Unless Requested To Do So

#### Form **8868**

(Rev. January 2022)

Department of the Treasury Internal Revenue Service

# Application for Automatic Extension of Time To File an Exempt Organization Return

File a separate application for each return.

► Go to www.irs.gov/Form8868 for the latest information.

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the

OMB No. 1545-0047

forms listed below with the exception of Form 8870. Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits. Automatic 6-Month Extension of Time. Only submit original (no copies needed). All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns. Taxpayer identification number (TIN) Type or Name of exempt organization or other filer, see instructions. print EMPOWER GENERATIONS 81-3281557 File by the Number, street, and room or suite no. If a P.O. box, see instructions. filing your 44236 10TH STREET WEST STE 105 return. See City, town or post office, state, and ZIP code. For a foreign address, see instructions. instructions LANCASTER, CA 93534 Enter the Return Code for the return that this application is for (file a separate application for each return) **Application** Return **Application** Return Is For Code Is For Code Form 990 or Form 990-EZ Form 1041-A 01 08 Form 4720 (individual) 03 Form 4720 (other than individual) 09 Form 990-PF 04 Form 5227 10 Form 990-T (sec. 401(a) or 408(a) trust) 05 Form 6069 11 12 Form 990-T (trust other than above) 06 Form 8870 Form 990-T (corporation) KELLY O'BRIEN Telephone No. ▶ (661) 755-6621 Fax No. ▶ (661) 494-7455 If the organization does not have an office or place of business in the United States, check this box If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) . If this is for the whole group, check this . If it is for part of the group, check this box 🕨 🔲 and attach a list with the names and TINs of all members the extension is for. MAY 15, 2024 , to file the exempt organization return for I request an automatic 6-month extension of time until the organization named above. The extension is for the organization's return for: calendar year or  $\_$  , and ending  $\_$  JUN  $\,$  30 ,  $\,$  2023 ► X tax year beginning JUL 1, 2022 Initial return Final return If the tax year entered in line 1 is for less than 12 months, check reason: Change in accounting period If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less 0. any nonrefundable credits. See instructions. За If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions. Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-TE and Form 8879-TE for payment

instructions

**Return of Organization Exempt From Income Tax** 

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundation Do not enter social security numbers on this form as it may be made public.

2022

and ending

Department of the Treasury Internal Revenue Service

A For the 2022 calendar year, or tax year beginning

Go to www.irs.gov/Form990 for instructions and the latest information.

JUL 1

OMB No. 1545-0047  2022  Open to Public Inspection
cation number
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r 9-3264
1,353,288.
eturn  Yes X No  Included? Yes No  Ilist. See instructions
n number  • State of legal domicile: CA
or orace or regar dominents, CA
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2023

В	Check if applicable	C Name of organization			D Employ	er identific	cation number			
Г	Addres	EMPOWER GENERATIONS								
F	Name change				81-	32815	57			
F	Initial	Number and street (or P.O. box if mail is not del	ivered to street address)	Room/suite						
F	Final return/	44236 10TH STREET WEST			(661) 429-3264					
	termin- ated				G Gross rece		1,353,288.			
	Ameno		3 1		H(a) Is this	a group re				
	Application	F Name and address of principal officer: MALI	AKA DONOVAN		7	ordinates				
	pendin	SAME AS C ABOVE			1		cluded? Yes No			
T .	Tax-exe	empt status: X 501(c)(3) 501(c) ( )	(insert no.) 4947(a)(1)	or 527			list. See instructions			
J	Websit	e: EMPOWERGENERATIONS.ORG			H(c) Group	exemption	n number			
		or garnization.	sociation Other	<b>L</b> Year	of formation:	2016 N	State of legal domicile: CA			
P	art I	Summary								
4	1	Briefly describe the organization's mission or most	significant activities: EMPO	WER GE	ENERATIO	ON IS	A FREE			
Governance		PUBLIC CHARTER THAT SUPPOR	RTS STUDENTS IN	9-12TI	H GRADE	•				
rna	2	Check this box if the organization discor	ntinued its operations or dispos	sed of more	than 25% of	its net ass	ets.			
o ve	3	Number of voting members of the governing body (					5			
Ğ	4	Number of independent voting members of the gov	erning body (Part VI, line 1b)				5			
Se	5	Total number of individuals employed in calendar y	ear 2022 (Part V, line 2a)			5	23			
ζĘ	6	Total number of volunteers (estimate if necessary)				6	6			
Activities &	7 a	Total unrelated business revenue from Part VIII, col	umn (C), line 12		··· <u>·</u> ·····	7a	0.			
_	b	Net unrelated business taxable income from Form !	990-T, Part I, line 11				0.			
				_	Prior Ye		Current Year			
ø	8	Contributions and grants (Part VIII, line 1h)			1,198		1,334,647.			
Revenue	9	Program service revenue (Part VIII, line 2g)				0.	18,641.			
ě	10	Investment income (Part VIII, column (A), lines 3, 4,	and 7d)			363.	0.			
<u>~</u>	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c,	9c, 10c, and 11e)			,353.	0.			
	12	Total revenue - add lines 8 through 11 (must equal	Part VIII, column (A), line 12)		1,202		1,353,288.			
	13	Grants and similar amounts paid (Part IX, column (A	A), lines 1-3)			0.	0.			
	14	Benefits paid to or for members (Part IX, column (A	), line 4)			0.	0.			
Ø	15	Salaries, other compensation, employee benefits (F	Part IX, column (A), lines 5-10)		673	,505.	762,687.			
Expenses	16a	Professional fundraising fees (Part IX, column (A), li	ne 11e)			0.	0.			
g G	b	Total fundraising expenses (Part IX, column (D), line	25)	0.						
ш	17	Other expenses (Part IX, column (A), lines 11a-11d,	11f-24e)			,732.	815,310.			
	18	Total expenses. Add lines 13-17 (must equal Part I)	(, column (A), line 25)		1,196		1,577,997.			
	19	Revenue less expenses. Subtract line 18 from line	12			,875.	-224,709.			
5	g			Ве	eginning of Cur		End of Year			
sets	20	Total assets (Part X, line 16)			2,234		1,915,745.			
Net Assets or	21	Total liabilities (Part X, line 26)			1,814		1,719,806.			
<u>8</u>	22	Net assets or fund balances. Subtract line 21 from	line 20		420	,648.	195,939.			
	art II	Signature Block								
		lties of perjury, I declare that I have examined this return,				-	knowledge and belief, it is			
true	, correc	t, and complete. Declaration of preparer (other than office	r) is based on all information of wh	nich preparer	has any knowl	edge.				
		Signature of officer			 Dat					
Sig		-	тапор		Dat	c .				
He	re	MALAKA DONOVAN, SCHOOL DIF Type or print name and title	RECTOR							
					Date	Check	PTIN			
D-:		Print/Type preparer's name	Preparer's signature		Dato	if 🗀				
Pai		MARCY KEARNEY	) ウェス かたで		T	self-employ	P02370487 7-2956198			
	parer	Firm's name CHRISTY WHITE ASSO Firm's address 348 OLIVE STREET	CIVIED		Firr	n's EIN 2	1-2330130			
USE	Only	Firm's address 348 OLIVE STREET SAN DIEGO, CA 9210	13		Die .	no no 1 E	19) 270-8222			
N 4 -					I Pho	one no. ( O				
		S discuss this return with the preparer shown about 22 LHA For Paperwork Reduction Act Notic					X Yes No Form <b>990</b> (2022)			
2320	001 12-13		e, see uie sepalale ilisulucilo	лı <b>ə</b> .			FUITH <b>555</b> (2022)			

81-3281557

Form 990 (2022) EMPOWER GENERATIONS
Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)?		77	
	If "Yes," complete Schedule A	1	X	37
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for			\ <sub>3,7</sub>
	public office? If "Yes," complete Schedule C, Part I	3_		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect			,,
	during the tax year? If "Yes," complete Schedule C, Part II	4		<u> </u>
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or			,,
	similar amounts as defined in Rev. Proc. 98-19? If "Yes," complete Schedule C, Part III	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to			,,
_	provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6_		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space,	_		,,
	the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete			, v
_	Schedule D, Part III	8_		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for			
	amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services?			\ <b>.</b> ,
	If "Yes," complete Schedule D, Part IV	9_		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments			\ <b>.</b> ,
	or in quasi endowments? If "Yes," complete Schedule D, Part V	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X,			
	as applicable.			
а	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D,		37	
	Part VI	11a	_X_	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total			٦,
	assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b		X
С	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total			\ <sub>3,7</sub>
	assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in		37	
	Part X, line 16? If "Yes," complete Schedule D, Part IX	11d	X	
	Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses		37	
	the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete		37	
	Schedule D, Parts XI and XII	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year?	ا		<sub>v</sub>
46	If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	v	X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13	X	37
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business,			
	investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000			<sub>v</sub>
45	or more? If "Yes," complete Schedule F, Parts I and IV	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any	4-		<sub>v</sub>
40	foreign organization? If "Yes," complete Schedule F, Parts II and IV	15		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to	40		<b> </b> ₩
<b>_</b> -	or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX,			<sub>~</sub>
40	column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I. See instructions	17		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines			<sub>~</sub>
46	1c and 8a? If "Yes," complete Schedule G, Part II	18		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes,"			<del>.</del>
••	complete Schedule G, Part III	19		X
20a	Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a		X
	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or			\ <b>.</b> ,
	domestic government on Part IX, column (A), line 1? If "Yes." complete Schedule I. Parts I and II	21		X

Form 990 (2022) EMPOWER GENERATION
Part IV Checklist of Required Schedules (continued)

			Yes	No				
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on							
	Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22		X				
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current							
	and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete							
	Schedule J	23		X				
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the							
	last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete							
	Schedule K. If "No," go to line 25a	24a		X				
	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b						
С	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease							
	any tax-exempt bonds?	24c						
	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d						
25 a	ection 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit							
	transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a		X				
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and							
	that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete			,,,				
	Schedule L, Part I	25b		X				
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current							
	or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35%			7,7				
	controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	26		X				
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee,							
	creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled			x				
	entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III	27						
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV,							
	instructions for applicable filing thresholds, conditions, and exceptions):							
а	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor?	00-		x				
	"Yes," complete Schedule L, Part IV	28a		X				
	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	28b						
C	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If	28c		x				
20	"Yes," complete Schedule L, Part IV  Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	29		X				
29 30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation	29		22				
30		30		x				
31	contributions? If "Yes," complete Schedule M	31		X				
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete							
<b>52</b>	Schedule N, Part II	32		x				
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations	- 52						
00	sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33		X				
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and							
٠.	Part V, line 1	34		x				
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		Х				
	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity							
	within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b						
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization?							
	If "Yes," complete Schedule R, Part V, line 2	36		Х				
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization							
	and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37		Х				
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19?							
	Note: All Form 990 filers are required to complete Schedule O	38	X					
Pai	t V Statements Regarding Other IRS Filings and Tax Compliance							
	Check if Schedule O contains a response or note to any line in this Part V							
			Yes	No				
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable							
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable							
С	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming							
	(gambling) winnings to prize winners?	1c	X					

022) EMPOWER GENERATIONS
Statements Regarding Other IRS Filings and Tax Compliance (continued) 81-3281557 Form 990 (2022) **Part V** Sta

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements,			
	filed for the calendar year ending with or within the year covered by this return			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	Х	
3а	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a			
	financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If "Yes," enter the name of the foreign country			
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit			
	any contributions that were not tax deductible as charitable contributions?	6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts			
	were not tax deductible?	6b		
7	Organizations that may receive deductible contributions under section 170(c).			77
а	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a		Х
	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
С	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required			
	to file Form 8282?	7с		X
d	,			77
е	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the			
_	sponsoring organization have excess business holdings at any time during the year?	8		
9	Sponsoring organizations maintaining donor advised funds.	0-		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?  Section 501(c)(7) organizations. Enter:	9b		
10	1 1			
	Initiation fees and capital contributions included on Part VIII, line 12 10a			
11	Section 501(c)(12) organizations. Enter:			
	````			
	Gross income from members or shareholders  Gross income from other sources. (Do not net amounts due or paid to other sources against			
b	Additional and the second seco			
19a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a		
	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	120		
	Section 501(c)(29) qualified nonprofit health insurance issuers.			
	Is the organization licensed to issue qualified health plans in more than one state?	13a		
_	Note: See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the			
	organization is licensed to issue qualified health plans			
С	Enter the amount of reserves on hand			
	Did the organization receive any payments for indoor tanning services during the tax year?	14a		Х
	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or			
	excess parachute payment(s) during the year?	15		Х
	If "Yes," see the instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?	16		Х
	If "Yes," complete Form 4720, Schedule O.			
17	Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities			
	that would result in the imposition of an excise tax under section 4951, 4952 or 4953?	17		
	If "Yes " complete Form 6069.			

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

	Check if Schedule O contains a response or note to any line in this Part VI			X					
Sec	tion A. Governing Body and Management								
			Yes	No					
1a	Enter the number of voting members of the governing body at the end of the tax year								
	If there are material differences in voting rights among members of the governing body, or if the governing								
	body delegated broad authority to an executive committee or similar committee, explain on Schedule O.								
b	Enter the number of voting members included on line 1a, above, who are independent								
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other								
	officer, director, trustee, or key employee?								
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision								
	of officers, directors, trustees, or key employees to a management company or other person?								
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X					
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X					
6	Did the organization have members or stockholders?	6		X					
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or								
	more members of the governing body?	7a		X					
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or								
	persons other than the governing body?	7b		X					
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:								
а	The governing body?	8a	Х						
b	Each committee with authority to act on behalf of the governing body?	8b		Х					
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the								
	organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		Х					
Sec	tion B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)								
			Yes	No					
10a	Did the organization have local chapters, branches, or affiliates?	10a		Х					
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates,								
	and branches to ensure their operations are consistent with the organization's exempt purposes?	10b							
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	Х						
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.								
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	Х						
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	Х						
С	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe								
	on Schedule O how this was done	12c	X						
13	Did the organization have a written whistleblower policy?	13	Х						
14	Did the organization have a written document retention and destruction policy?	14	Х						
15	Did the process for determining compensation of the following persons include a review and approval by independent								
	persons, comparability data, and contemporaneous substantiation of the deliberation and decision?								
	The organization's CEO, Executive Director, or top management official	15a	X						
b	Other officers or key employees of the organization	15b	Х						
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.								
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a								
	taxable entity during the year?	16a		Х					
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation								
	in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's								
	exempt status with respect to such arrangements?	16b							
Sec	tion C. Disclosure								
17	List the states with which a copy of this Form 990 is required to be filed CA								
18	Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3))	only)	availal	ole					
	for public inspection. Indicate how you made these available. Check all that apply.								
	Own website Another's website X Upon request Other (explain on Schedule O)								
19	Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and	l financ	cial						
	statements available to the public during the tax year.								
20	State the name, address, and telephone number of the person who possesses the organization's books and records								
	KELLY O'BRIEN - (661) 755-6621								
	3720 STERRA HWY UNTT C. ACTON. CA 93510								

# Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

#### Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

- 1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.
- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's current key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See the instructions for the order in which to list the persons above.

(A)  Name and title	(B) Average hours per week	(do box	not c	Pos heck	itior		one n an	(D) Reportable compensation from	(E) Reportable compensation from related	(F) Estimated amount of other
	(list any hours for related organizations below line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	the organization (W-2/1099-MISC/ 1099-NEC)	organizations (W-2/1099-MISC/ 1099-NEC)	compensation from the organization and related organizations
(1) MALAKA DONOVAN SCHOOL DIRECTOR	40.00			х				75,093.	0.	20,830.
(2) MICHELLE FLUKE	1.00		$\vdash$	^		Н		73,093.	0.	20,030.
PRESIDENT	1.00	Х		x	Λ			0.	0.	0.
(3) HANNAH MARIE SCOTT TREASURER	1.00	х		x				0.	0.	0.
(4) ANNALIISA WILSON	1.00			7						
MEMBER	1 00	Х	Y					0.	0.	0.
(5) MARCIA REILY MEMBER	1.00	х						_	0.	0
(6) SAJAE DAVISON	1.00	Λ						0.	0.	0.
MEMBER	1.00	Х						0.	0.	0.
(7) SHANNON CAMPBELL	1.00								-	-
MEMBER		Х						0.	0.	0.
		-								
		1								
						$\vdash$				
						-				
-										
						_				

232007 12-13-22 Form **990** (2022)

Part VII Section A. Officers, Directors, Trus	tees, Key Emp	oloy	ees,	and	d Hig	ghes	t C	ompensated Employee	s (continued)				_
(A)	(B)			•	C)			(D)	(E)			(F)	
Name and title	Average	(do		Pos		<b>າ</b> than ເ	nne	Reportable	Reportable		Es	timated	
	hours per	box	, unle	ss per	rson i	is both	n an	compensation	compensatio	'n	an	nount of	
	week		cer an	nd a d	irecto	or/trus	tee)	from	from related		l	other	
	(list any hours for	recto						the	organization		ı	pensation	
	related	or di	ee ee			ated		organization	(W-2/1099-MIS		l	om the	
	organizations	rustee	trust		99	n be u		(W-2/1099-MISC/ 1099-NEC)	1099-NEC)		ı -	anization d related	
	below	dual t	rtiona	L	nploy	st cor	-	· ·			l	anizations	
	line)	Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former				5.95		
			_	Ť	_								_
		-											
													_
													_
													_
													_
													_
													_
					A								
1b Subtotal								75,093.		0.	2	0,830	
c Total from continuation sheets to Part VI	I, Section A						.\	0.		0.		0	
d Total (add lines 1b and 1c)								75,093.	_	0.		0,830	•
2 Total number of individuals (including but n	ot limited to th	ose	liste	d ab	ove	e) wh	o re	eceived more than \$100,	000 of reportable	<b>;</b>			0
compensation from the organization												Yes No	_
3 Did the organization list any <b>former</b> officer,	director, trusto	ee. k	ev e	lame	ove	e. or	hia	hest compensated emp	ovee on				
line 1a? If "Yes," complete Schedule J for s	•	,	,	•	•	,	_		,		3	X	_
4 For any individual listed on line 1a, is the su									ne organization				
and related organizations greater than \$150											4	Х	_
5 Did any person listed on line 1a receive or a													
rendered to the organization? If "Yes." com	•				•						5	Х	_
Section B. Independent Contractors													
1 Complete this table for your five highest co	•	•							•	ensa <sup>1</sup>	tion fro	om	
the organization. Report compensation for	the calendar ye	ear e	ndir	ng w	ith c	or wi	thin T		ear.				_
(A) Name and business	address							<b>(B)</b> Description of s	ervices	C	(C	<b>)</b> nsation	
ILEAD CALIFORNIA CHARTERS								SHARED SUPPO			Ompoi		-
	ACTON,	$C_{\Delta}$	a	35	1 N		- 1	SERVICES	X1		21	8,135	
THE ABBEY COMPANY, 12447							$\dashv$	DERVICED				0,133	<u>•</u>
GARDEN GROVE, CA 92840	DEWIS B	_	01	_	20	٠,	ŀ	PROPERTY MAN	ACEMENT		1.0	2,006	_
							$\dashv$					_, 555	÷
		_	_	_	_		_				_		

Total number of independent contractors (including but not limited to those listed above) who received more than

\$100,000 of compensation from the organization

81-3281557

Form 990 (2022) EMPOWER
Part VIII Statement of Revenue

		Check if Schedule O contains a response or note to	any line in this Part VI	II		
		Check if Genedale G contains a response of flote to	(A)	(B)	(C)	(D)
			Total revenu	le Related or exempt		Revenue excluded
				function revenue	business revenue	from tax under sections 512 - 514
						Sections 512 - 514
nts nts	1 a	Federated campaigns1a				
iral our	b	Membership dues 1b				
A, G	С	Fundraising events1c				
ar if	d	Related organizations1d				
s, G	е	Government grants (contributions) 1e 1,330,3	00.			
Sig	f	All other contributions, gifts, grants, and				
uti her	-	similar amounts not included above 1f 4, 3	47.			
SE	~	Noncash contributions included in lines 1a-1f				
Contributions, Gifts, Grants and Other Similar Amounts	9		1,334,64	17		
O a	<u> </u>	Total. Add lines 1a-1f  Business		£ / •		
				10 (11		
ce	2 a		18,64	18,641.		
Program Service Revenue	b					
S	С	·				
am	d	l				
Pg	е					
Pro	f	All other program service revenue				
		Total Addition On Of	18,64	1.		
	3	Investment income (including dividends, interest, and				
	3	•				
		,				
	4	Income from investment of tax-exempt bond proceeds				
	5	Royalties				
		(i) Real (ii) Pers	onal			
	6 a	Gross rents 6a				
	b	Less: rental expenses 6b		_		
	С	Rental income or (loss) 6c				
	d	Net rental income or (loss)				
		Gross amount from sales of (i) Securities (ii) Ot	ner			
		assets other than inventory 7a				
	h	Less: cost or other basis				
ø						
ğ		and sales expenses 7b 7c 7c				
Revenue		. ,				
		Net gain or (loss)				
her	8 a	Gross income from fundraising events (not				
ŏ		including \$ of				
		contributions reported on line 1c). See				
		Part IV, line 18				
	b	Less: direct expenses 8b				
		Net income or (loss) from fundraising events				
		Gross income from gaming activities. See				
		Part IV, line 19 9a				
	h	Less: direct expenses 9b				
		Net income or (loss) from gaming activities				
	10 a	Gross sales of inventory, less returns				
		and allowances10a				
	b	Less: cost of goods sold10b				
	С	Net income or (loss) from sales of inventory				
,,		Business	Code			
ous •	11 a	. <u> </u>				
ne Due	b					
Miscellaneous Revenue	c					
ŠŠ		All other revenue				
Σ		Total. Add lines 11a-11d				
		Total revenue See instructions	1 353 28	18.641.	0	0.

# Form 990 (2022) EMPOWER GENER Part IX Statement of Functional Expenses

	on 501(c)(3) and 501(c)(4) organizations must compl		er organizations must con	nplete column (A).	
	Check if Schedule O contains a respons			(2)	
	not include amounts reported on lines 6b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	<b>(B)</b> Program service expenses	(C) Management and general expenses	<b>(D)</b> Fundraising expenses
1	Grants and other assistance to domestic organizations				
	and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic				
	individuals. See Part IV, line 22				
3	Grants and other assistance to foreign				
	organizations, foreign governments, and foreign				
	individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors,	00 (10	00 (10		
	trustees, and key employees	89,618.	89,618.		
6	Compensation not included above to disqualified				
	persons (as defined under section 4958(f)(1)) and				
_	persons described in section 4958(c)(3)(B)	E02 110	101 701	0 224	
7	Other salaries and wages	503,118.	494,794.	8,324.	
8	Pension plan accruals and contributions (include	60 557	66 N70	2 //70	
•	section 401(k) and 403(b) employer contributions)	69,557. 65,572.	66,079. 62,293.	3,478. 3,279.	
9	Other employee benefits	34,822.	33,081.	1,741.	
10 11	Payroll taxes  Fees for services (nonemployees):	J±,044•	33,001.	1,/41.	
	` ' ' '				
_	Management	7,235.	5,788.	1,447.	
b	Legal	23,715.	3,7001	23,715.	
4	Lobbying	23,713.		23,713.	
u a	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25,				
9	column (A), amount, list line 11g expenses on Sch O.)	153,974.	138,160.	15,814.	
12	Advertising and promotion	14,921.	,	14,921.	
13	Office expenses	15,515.	15,093.	422.	
14	Information technology	14,361.	14,245.	116.	
15	Royalties	-			
16	Occupancy	295,307.	280,542.	14,765.	
17	Travel	212.	212.		
18	Payments of travel or entertainment expenses				
	for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	6,089.	6,089.		
20	Interest	486.	462.	24.	
21	Payments to affiliates				
22	Depreciation, depletion, and amortization	29,819.	28,328.	1,491.	
23	Insurance	6,668.	6,335.	333.	
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A),				
•	amount, list line 24e expenses on Schedule 0.)  SPECIAL ED SERVICES	146,270.	146,270.		
a	BOOKS AND SUPPLIES	89,836.	83,191.	6,645.	
0	CHARTER AUTHORIZER FEES	10,902.	03,131.	10,902.	
d		20,502•		20,5021	
	All other expenses				
25	Total functional expenses. Add lines 1 through 24e	1,577,997.	1,470,580.	107,417.	0 .
26	Joint costs. Complete this line only if the organization	, ,	, ,	,	
	reported in column (B) joint costs from a combined				
	educational campaign and fundraising solicitation.				
_	Check here if following SOP 98-2 (ASC 958-720)				
					Earm 990 (2022

Form 990 (2022)
Part X | Balance Sheet

Par	rt X	Balance Sheet					
		Check if Schedule O contains a response or r	note to an	y line in this Part X			
					<b>(A)</b> Beginning of year		<b>(B)</b> End of year
	1	Cash - non-interest-bearing			746,591.	1	332,658.
	2	Savings and temporary cash investments				2	
	3	Pledges and grants receivable, net				3	
	4	Accounts receivable, net			260,953.	4	198,167.
	5	Loans and other receivables from any current					
		trustee, key employee, creator or founder, sul	bstantial o	contributor, or 35%			
		controlled entity or family member of any of the	nese pers	ons		5	
	6	Loans and other receivables from other disqu	alified pe				
		under section 4958(f)(1)), and persons describ	oed in sec	ction 4958(c)(3)(B)		6	
<u>s</u>	7	Notes and loans receivable, net				7	
Assets	8	Inventories for sale or use				8	
Ä	9	Prepaid expenses and deferred charges			17,881.	9	15,299.
	10a	Land, buildings, and equipment: cost or other	r				
		basis. Complete Part VI of Schedule D	10a	254,624.			
	b	Less: accumulated depreciation	10b	25,462.	0.	10c	229,162.
	11	Investments - publicly traded securities				11	
	12	Investments - other securities. See Part IV, lin	e 11			12	
	13	Investments - program-related. See Part IV, lir	ne 11			13	
	14	Intangible assets				14	17,431.
	15	Other assets. See Part IV, line 11			1,209,261.	15	1,123,028.
	16	Total assets. Add lines 1 through 15 (must equal line 33)			2,234,686.	16	1,915,745.
	17	Accounts payable and accrued expenses			314,735.	17	304,279.
	18	Grants payable			222 221	18	224 225
	19	Deferred revenue			293,301.	19	304,337.
	20	Tax-exempt bond liabilities				20	
	21	Escrow or custodial account liability. Comple			_	21	
es	22	Loans and other payables to any current or fo					
∄		trustee, key employee, creator or founder, su					
Liabilities		controlled entity or family member of any of the				22	
_	23	Secured mortgages and notes payable to unr		· · · · · · · · · · · · · · · · · · ·	F0 000	23	
	24	Unsecured notes and loans payable to unrela			50,008.	24	0.
	25	Other liabilities (including federal income tax,					
		parties, and other liabilities not included on lin		· '	1 155 004		1 111 100
		of Schedule D			1,155,994. 1,814,038.		1,111,190. 1,719,806.
	26	Total liabilities. Add lines 17 through 25		e X	1,014,030.	26	1,/19,000.
တ္က		Organizations that follow FASB ASC 958, o	neck ner	e 🕰			
nce	07	and complete lines 27, 28, 32, and 33.		-	420,648.	27	195,939.
ala	27	Net assets with departmentions			420,040.	28	173,737.
d B	28	Net assets with donor restrictions  Organizations that do not follow FASB ASC				20	
-u		and complete lines 29 through 33.	, 956, CH	eck nere			
ō	20	•	do	-		29	
Net Assets or Fund Balances	29	Capital stock or trust principal, or current fun- Paid-in or capital surplus, or land, building, or				30	
\ss(	30	Retained earnings, endowment, accumulated				31	
et /	31 32				420,648.	32	195,939.
Ž	33	Total net assets or fund balances  Total liabilities and net assets/fund balances			2,234,686.	33	1,915,745.
	JJ	Total liabilities and het assets/fund balances		l	4,434,000.	აა	5 990 (2000)

Form **990** (2022)

Form	1 990 (2022) EMPOWER GENERATIONS	81-	-3281557	Pa	ge <b>12</b>
Pa	rt XI Reconciliation of Net Assets				
	Check if Schedule O contains a response or note to any line in this Part XI				
1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,353		
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,577		
3	Revenue less expenses. Subtract line 2 from line 1	3	-224		
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	420	, 6	48.
5	Net unrealized gains (losses) on investments	5			
6	Donated services and use of facilities	6			
7	Investment expenses	7			
8	Prior period adjustments	8			
9	Other changes in net assets or fund balances (explain on Schedule O)	9			0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32,				
	column (B))	10	195	<u>, 9</u>	<u>39.</u>
Pa	rt XIII Financial Statements and Reporting				
	Check if Schedule O contains a response or note to any line in this Part XII				<u>_L</u>
				Yes	No
1	Accounting method used to prepare the Form 990: Cash X Accrual Other				
	If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule	Ο.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?		2a		X
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed	on a			
	separate basis, consolidated basis, or both:				
	Separate basis Consolidated basis Both consolidated and separate basis				
b	Were the organization's financial statements audited by an independent accountant?		2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate	basis,			
	consolidated basis, or both:				
	X Separate basis Consolidated basis Both consolidated and separate basis				
С	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the	audit,			
	review, or compilation of its financial statements and selection of an independent accountant?		2c		X
	If the organization changed either its oversight process or selection process during the tax year, explain on Scho	edule C	D		
За	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the				1
	Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required	ed auc	dit		1
	or audits, explain why on Schedule O and describe any steps taken to undergo such audits		3b		

#### **SCHEDULE A**

(Form 990)

Total

Department of the Treasury Internal Revenue Service

Name of the organization

# **Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

**2022**Open to Public

OMB No. 1545-0047

Inspection
Employer identification number

**EMPOWER** GENERATIONS 81-3281557 Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions. The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.) A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i). A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).) A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii). 3 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.) 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v). An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.) A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.) An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.) An organization organized and operated exclusively to test for public safety. See section 509(a)(4). 11 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g. Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B. Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C. Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E. Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V. Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization. Enter the number of supported organizations Provide the following information about the supported organization(s). (i) Name of supported (ii) EIN (iii) Type of organization (v) Amount of monetary (vi) Amount of other your governing document? (described on lines 1-10 organization support (see instructions) support (see instructions) No above (see instructions))

#### Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi) Part II

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

sec	tion A. Public Support						
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1	Gifts, grants, contributions, and						
	membership fees received. (Do not						
	include any "unusual grants.")						
2	Tax revenues levied for the organ-						
	ization's benefit and either paid to						
	or expended on its behalf						
3	The value of services or facilities						
	furnished by a governmental unit to						
	the organization without charge						
4	Total. Add lines 1 through 3						
5	The portion of total contributions						
	by each person (other than a						
	governmental unit or publicly						
	supported organization) included						
	on line 1 that exceeds 2% of the						
	amount shown on line 11,						
	column (f)						
6	Public support, Subtract line 5 from line 4.						
Sec	tion B. Total Support				•	•	
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7	Amounts from line 4						
	Gross income from interest,						
	dividends, payments received on						
	securities loans, rents, royalties,						
	and income from similar sources						
9	Net income from unrelated business						
	activities, whether or not the						
	business is regularly carried on						
10	Other income. Do not include gain						
	or loss from the sale of capital						
	assets (Explain in Part VI.)						
11	<b>Total support.</b> Add lines 7 through 10						
12	Gross receipts from related activities,	etc. (see instruction	ons)			12	
13	First 5 years. If the Form 990 is for th	e organization's fi	rst, second, third,	fourth, or fifth tax	year as a section 5	601(c)(3)	
	organization, check this box and stop	here					
Sec	tion C. Computation of Public	Support Per	centage				
14	Public support percentage for 2022 (li	ne 6, column (f), d	livided by line 11,	column (f))		14	%
15	Public support percentage from 2021	Schedule A, Part	II, line 14			15	<u>%</u>
16a	33 1/3% support test - 2022. If the o	rganization did no	ot check the box o	n line 13, and line	14 is 33 1/3% or m	ore, check this box	k and
	stop here. The organization qualifies a		-				
b	33 1/3% support test - 2021. If the o	rganization did no	ot check a box on	ine 13 or 16a, and	l line 15 is 33 1/3%	or more, check thi	is box
	and stop here. The organization quali		• • •				
17a	10% -facts-and-circumstances test	<ul> <li>2022. If the org</li> </ul>	anization did not o	check a box on line	e 13, 16a, or 16b, a	and line 14 is 10%	or more,
	and if the organization meets the facts	-and-circumstanc	es test, check this	box and stop he	re. Explain in Part	VI how the organiz	ation
	meets the facts-and-circumstances tes	-			-		
b	10% -facts-and-circumstances test	ū				•	10% or
	more, and if the organization meets th				-		
	organization meets the facts-and-circu				· · · · · ·		
18	Private foundation. If the organization	n did not check a	box on line 13, 16	a, 16b, 17a, or 17b	o, check this box a	nd see instructions	s

# Part III | Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Sec	etion A. Public Support	clow, picase comp	olete i art ii.)				
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
	Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						,,
2	Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3	Gross receipts from activities that are not an unrelated trade or business under section 513						
4	Tax revenues levied for the organ- ization's benefit and either paid to or expended on its behalf						
5	The value of services or facilities furnished by a governmental unit to the organization without charge						
6	Total. Add lines 1 through 5						
7a	Amounts included on lines 1, 2, and 3 received from disqualified persons						
b	Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
С	Add lines 7a and 7b						
	Public support. (Subtract line 7c from line 6.)	_					
Cale	ndar year (or fiscal year beginning in)	(a) 2018	<b>(b)</b> 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
	Amounts from line 6  Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b	Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
	Add lines 10a and 10b						
12	Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13	Total support. (Add lines 9, 10c, 11, and 12.)						
14	First 5 years. If the Form 990 is for the	ne organization's fi	irst, second, third,	fourth, or fifth tax	year as a section 5	601(c)(3) organization	on,
	check this box and stop here		-				
Sec	tion C. Computation of Publi	c Support Pe	rcentage				
15	Public support percentage for 2022 (I	ine 8, column (f), c	divided by line 13,	column (f))		15	%
	Public support percentage from 2021					16	%
Sec	tion D. Computation of Inves	tment Income	e Percentage				
17	Investment income percentage for 20	<b>)22</b> (line 10c, colu	mn (f), divided by l	ine 13, column (f))		17	%
18	Investment income percentage from	<b>2021</b> Schedule A,	Part III, line 17			18	%
19a	33 1/3% support tests - 2022. If the	organization did r				3 1/3%, and line 1	7 is not
	more than 33 1/3%, check this box ar	nd <b>stop here.</b> The	organization qual	ifies as a publicly s	upported organiza	tion	
b	<b>33 1/3% support tests - 2021.</b> If the line 18 is not more than 33 1/3%, che	•			•	•	
20	<b>Private foundation.</b> If the organization						

#### Part IV | Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

## Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- **3a** Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.
- **b** Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in **Part VI** when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.
- **4a** Was any supported organization not organized in the United States ("foreign supported organization")? *If* "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.
- **b** Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in **Part VI** how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- **b Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- **c** Substitutions only. Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.
- **b** Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes." provide detail in **Part VI.**
- c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.
  - **b** Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		
2		
3a		
- Gu		
3b		
30		
3c		
_		
4a		
4b		
4c		
5a		
Ju		
5b		
5c		
50		
6		
7		
8		
9a		
9b		
9с		
100		
10a		
46.		
10b		

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Pai	t IV	Supporting Organizations (continued)			·
				Yes	No
11		ne organization accepted a gift or contribution from any of the following persons?			
а	•	son who directly or indirectly controls, either alone or together with persons described on lines 11b and			
		elow, the governing body of a supported organization?	11a		
		ily member of a person described on line 11a above?	11b		
С		6 controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide	44.		
Sec	<u>detail</u> tion F	<i>in</i> Part Ⅵ. 3. Type I Supporting Organizations	11c		
		7. 1)po : cupporung crganizations		Yes	No
1	Did th	e governing body, members of the governing body, officers acting in their official capacity, or membership of one or		162	NO
•		supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers,			
		ors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s)			
		ively operated, supervised, or controlled the organization's activities. If the organization had more than one supported			
	_	ization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the orted organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1		
2		rice organizations and what conditions of restrictions, if any, applied to such powers during the tax year.			
		ization(s) that operated, supervised, or controlled the supporting organization? If "Yes." explain in			
		how providing such benefit carried out the purposes of the supported organization(s) that operated,			
		vised, or controlled the supporting organization.	2		
Sec	tion C	C. Type II Supporting Organizations			
				Yes	No
1	Were	a majority of the organization's directors or trustees during the tax year also a majority of the directors			
	or trus	stees of each of the organization's supported organization(s)? If "No," describe in Part VI how control			
		nagement of the supporting organization was vested in the same persons that controlled or managed			
	the su	pported organization(s).	1		
Sec	tion D	D. All Type III Supporting Organizations			
				Yes	No
1	Did th	e organization provide to each of its supported organizations, by the last day of the fifth month of the			
	organi	ization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax			
	year, (	(ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the			
	organi	ization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were a	any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported			
	organi	ization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how			
	the or	ganization maintained a close and continuous working relationship with the supported organization(s).	2		
3	By rea	ason of the relationship described on line 2, above, did the organization's supported organizations have a			
	_	cant voice in the organization's investment policies and in directing the use of the organization's			
		ne or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's			
800	suppo	orted organizations played in this regard. E. Type III Functionally Integrated Supporting Organizations	3		
1		the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a		The organization satisfied the Activities Test. Complete line 2 below.			
b		The organization is the parent of each of its supported organizations. Complete line 3 below.		,	
c		The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see institute Test, Appared lines 2e and 2b below.	truction	· .	No
2		ties Test. <b>Answer lines 2a and 2b below.</b> ubstantially all of the organization's activities during the tax year directly further the exempt purposes of		Yes	No
а					
		upported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify			
		supported organizations and explain how these activities directly furthered their exempt purposes, the organization was responsive to those supported organizations, and how the organization determined			
			2a		
b		nese activities constituted substantially all of its activities.  The activities described on line 2a, above, constitute activities that, but for the organization's involvement,			
~		r more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in			
		If the reasons for the organization's position that its supported organization(s) would have engaged in			
		activities but for the organization's involvement.	2b		
3		t of Supported Organizations. <b>Answer lines 3a and 3b below.</b>			
а		e organization have the power to regularly appoint or elect a majority of the officers, directors, or			
		es of each of the supported organizations? If "Yes" or "No" provide details in Part VI.	3a		
b		e organization exercise a substantial degree of direction over the policies, programs, and activities of each			

of its supported organizations? If "Yes." describe in Part VI the role played by the organization in this regard.

<u> </u>	T	_		
Pai				
1	Check here if the organization satisfied the Integral Part Test as a qualifying	trust on	Nov. 20, 1970 ( explain in I	Part VI). See instructions.
	All other Type III non-functionally integrated supporting organizations must of	complete	e Sections A through E.	T
Sect	ion A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
_3_	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
_5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or			
	collection of gross income or for management, conservation, or			
	maintenance of property held for production of income (see instructions)	6		
_7_	Other expenses (see instructions)	7		
_8_	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		
Sect	on B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see			
	instructions for short tax year or assets held for part of year):			
а	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
С	Fair market value of other non-exempt-use assets	1c		
d	Total (add lines 1a, 1b, and 1c)	1d		
е	Discount claimed for blockage or other factors			
	(explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	_	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	Minimum Asset Amount (add line 7 to line 6)	8		
	ion C - Distributable Amount			Current Year
	Adiabated and income for a sign of the sig	<del>                                     </del>		
1	Adjusted net income for prior year (from Section A, line 8, column A)	1		
2	Enter 0.85 of line 1.	2		
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3		
_4_	Enter greater of line 2 or line 3.	4		
5	Income tax imposed in prior year	5		
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to			
	emergency temporary reduction (see instructions).	6		<u></u>
7	Check here if the current year is the organization's first as a non-functionally	integrat	ted Type III supporting orga	nization (see

Schedule A (Form 990) 2022

instructions).

inued)	1
	Current Year
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
ions	(iii) Distributable Amount for 2022

Schedule A (Form 990) 2022

e Excess from 2022

232028 12-09-22 Schedule A (Form 990) 2022

# **SCHEDULE D** (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047 Open to Public Inspection

Name of the organization

EMPOWER GENERATIONS

**Employer identification number** 81-3281557

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		
5	Did the organization inform all donors and donor advisors in w	riting that the assets held in donor advi	sed funds
	are the organization's property, subject to the organization's e	-	
6	Did the organization inform all grantees, donors, and donor ac		
	for charitable purposes and not for the benefit of the donor or		
	impermissible private benefit?		Yes No
Pa	t II Conservation Easements. Complete if the org		
1	Purpose(s) of conservation easements held by the organization		
	Preservation of land for public use (for example, recreat		of a historically important land area
	Protection of natural habitat	Preservation of	of a certified historic structure
	Preservation of open space		
2	Complete lines 2a through 2d if the organization held a qualification	ed conservation contribution in the form	n of a conservation easement on the last
	day of the tax year.		Held at the End of the Tax Year
а	Total number of conservation easements		2a
b			_
С	Number of conservation easements on a certified historic stru		
d	Number of conservation easements included in (c) acquired at		
	historic structure listed in the National Register		2d
3	Number of conservation easements modified, transferred, rele		
	year		
4	Number of states where property subject to conservation ease	ement is located	
5	Does the organization have a written policy regarding the period	odic monitoring, inspection, handling of	
	violations, and enforcement of the conservation easements it	holds?	Yes No
6	Staff and volunteer hours devoted to monitoring, inspecting, h		
7	Amount of expenses incurred in monitoring, inspecting, handle	ing of violations, and enforcing conserva	ation easements during the year
8	Does each conservation easement reported on line 2(d) above		
	and section 170(h)(4)(B)(ii)?		Yes No
9	In Part XIII, describe how the organization reports conservation	n easements in its revenue and expense	e statement and
	balance sheet, and include, if applicable, the text of the footnote	ote to the organization's financial staten	nents that describes the
В.	organization's accounting for conservation easements.	A de Historia de la Transacción de Contraction de C	Nilson O'res'les Alexandre
Pa	TIII Organizations Maintaining Collections of		tner Similar Assets.
	Complete if the organization answered "Yes" on Form		
1a	If the organization elected, as permitted under FASB ASC 958		
	of art, historical treasures, or other similar assets held for public	, ,	·
	service, provide in Part XIII the text of the footnote to its finance		
b	If the organization elected, as permitted under FASB ASC 958		
	art, historical treasures, or other similar assets held for public	exhibition, education, or research in fur	therance of public service,
	provide the following amounts relating to these items:		
	(i) Revenue included on Form 990, Part VIII, line 1		
2	If the organization received or held works of art, historical trea		al gain, provide
	the following amounts required to be reported under FASB AS	-	
а	Revenue included on Form 990, Part VIII, line 1		
h	Assets included in Form 990 Part X		\$

Complete if the organization answered Tes on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.							
Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value			
1a Land							
<b>b</b> Buildings							
c Leasehold improvements		254,624.	25,462.	229,162.			
<b>d</b> Equipment							
e Other							
Total. Add lines 1a through 1e. (Column (d) must equa	229,162.						

Schedule D (Form 990) 2022

(a) Description of security or category (exacting name of security) (b) Book value (c) Method of valuation: Cost or end of year market value (f) Francial derivatives (g) Closally held equity interests (g) Method of valuation: Cost or end of year X, kine 13. (g) Method of valuation: Cost or end of year market value (g) Method of valuation: Cost or end of year market value (g) Method of valuation: Cost or end of year X, kine 13. (g) Method of valuation: Cost or end of year market value (g) Method of valuation: Cost or end of year X, kine 13. (g) Method of valuation: Cost or end of year X, kine 13. (g) Method of valuation: Cost or end of year X, kine 13. (g) Method of valuation: Cost or end of year X, kine 13. (g) Method of valuation: Cost or e	Part VII Investments - Other Securities.  Complete if the organization answered "Yes" o	n Form 990. Part IV. line	11b. See Form 990. Part X. line 12.	rage s
11 Financial derivatives			_	nd-of-vear market value
(2) Closely held equity interests		(b) Book value	(e) Metrica er variationi. eest er er	ia or your marker value
	(O) Ole and a leaf a south a test amounts			
A				
(B)   (C)				
C    C    C    C    C    C    C    C				
Discription				
(E) (F) (F) (F) (F) (F) (F) (F) (F) (F) (F				
Fig.				
G				
Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.   Complete if the org				
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)				
Description of investment   Program Related.   (a) Description of investment   (b) Book value   (c) Method of valuation: Cost or end-of-year market value   (d) Method of valuation: Cost or end-of-year market value   (e) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cost or end-of-year market value   (f) Method of valuation: Cos				
(a) Description of investment (b) Book value (c) Method of valuation: Cost or end-of-year market value (1)	Part VIII Investments - Program Related.	n Form 900 Part IV line	11c Soo Form 000 Part V line 13	
(1) (2) (3) (4) (5) (6) (7) (8) (9) (9) (10) (10) (10) (10) (10) (10) (10) (10				nd-of-vear market value
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(9) (6) (7) (8) (9) (9) Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)  Part IX Other Assets.  Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.  (a) Description (b) Book value  (1) DEPOSITS (2) RIGHT-OF-USE ASSET (3) (4) (5) (6) (7) (8) (9)  Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)  Part X Other Liabilities.  Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.  1, (a) Description of liability (1) Federal income taxes (2) OPERATING LEASE LIABILITY (3) (4) (5) (6) (7) (8) (9)				
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(8)				
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Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.				
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(2) RIGHT-OF-USE ASSET		Description	<del></del>	* * *
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Total.				
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)				
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(6) (7) (8) (9)				
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(8) (9)				
(9)				
				1 111 100

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII .... X

232054 09-01-22 Schedule D (Form 990) 2022

#### **SCHEDULE E**

(Form 990)

Department of the Treasury Internal Revenue Service

Name of the organization

# **Schools**

Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022 Open to Public

Inspection
Employer identification number

# EMPOWER GENERATIONS

81-3281557

Pa	rt I			
			YES	NO
1	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter,			
•	bylaws, other governing instrument, or in a resolution of its governing body?	1	Х	
2	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures,			
	catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	2	Х	
3	Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet			
	homepage at all times during its tax year in a manner reasonably expected to be noticed by visitors to the			
	homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the			
	registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general			
	community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II	3	Х	
	THE POLICY IS AVAILABLE ON THE SCHOOL'S WEBSITE AS WELL AS			
	WITHIN THE SCHOOL'S CHARTER PETITION.			
4	Does the organization maintain the following?			
а	Records indicating the racial composition of the student body, faculty, and administrative staff?	4a	X	
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	4b		Х
С	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing			
	with student admissions, programs, and scholarships?	4c	X	
d	Copies of all material used by the organization or on its behalf to solicit contributions?	4d	X	
	If you answered "No" to any of the above, please explain. If you need more space, use Part II.			
	THE ORGANIZATION IS A TUITION-FREE PUBLIC CHARTER SCHOOL;			
	THEREFORE, SCHOLARSHIPS AND FINANCIAL ASSISTANCE ARE NOT			
	APPLICABLE.			
5	Does the organization discriminate by race in any way with respect to:			
а	Students' rights or privileges?	5a		X
	Admissions policies?	5b		Х
С	Employment of faculty or administrative staff?	5c		Х
d	Scholarships or other financial assistance?	5d		Х
е	Educational policies?	5e		Х
	Use of facilities?	5f		Х
g	Athletic programs?	5g		Х
h	Other extracurricular activities?	5h		Х
	If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.			
6a	Does the organization receive any financial aid or assistance from a governmental agency?	6a	X	
b	Has the organization's right to such aid ever been revoked or suspended?	6b		Х
	If you answered "Yes" on either line 6a or line 6b, explain on Part II.			
7	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through			
	4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, as modified by Rev. Proc. 2019-22, 2019-22 I.R.B. 1260, covering			
	racial nondiscrimination? If "No " explain on Part II	7	X	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule E (Form 990) 2022

232062 10-18-22 Schedule E (Form 990) 2022

# **SCHEDULE 0** (Form 990)

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047 Open to Public Inspection

Department of the Treasury Internal Revenue Service Name of the organization

**EMPOWER GENERATIONS** 

**Employer identification number** 81-3281557

FORM 990, PART VI, SECTION A, LINE 8B:
THERE ARE NO COMMITTEES WITH AUTHORITY TO ACT ON BEHALF OF THE BOARD.
FORM 990, PART VI, SECTION B, LINE 11B:
A DRAFT OF THE FORM 990 IS PROVIDED TO MANAGEMENT AND DISBURSED TO THE
BOARD MEMBERS FOR REVIEW AND COMMENT. MANAGEMENT WILL FINALIZE AFTER
RECEIVING ANY INPUT OR FEEDBACK FROM THE BOARD.
FORM 990, PART VI, SECTION B, LINE 12C:
MANAGEMENT AND MEMBERS OF THE BOARD MUST ANNUALLY COMPLETE THE CA FORM 700
STATEMENT OF ECONOMIC INTEREST.
FORM 990, PART VI, SECTION B, LINE 15:
MANAGEMENT COMPENSATION IS REVIEWED AND APPROVED BY THE BOARD AT A PUBLIC
MEETING AND DOCUMENTED IN A WRITTEN EMPLOYMENT AGREEMENT.
FORM 990, PART VI, SECTION C, LINE 19:
PUBLIC DOCUMENTS ARE AVAILABLE UPON REQUEST.

# TAX RETURN FILING INSTRUCTIONS

CALIFORNIA FORM 199

### FOR THE YEAR ENDING

JUNE 30, 2023

	JUNE 30, 2023
PREPARED F	OR:
	EMPOWER GENERATIONS 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534
PREPARED B	Y:
	CHRISTY WHITE ASSOCIATES 348 OLIVE STREET SAN DIEGO, CA 92103
TO BE SIGNE	D AND DATED BY:
	NOT APPLICABLE
AMOUNT OF	TAX:
	TOTAL TAX  LESS: PAYMENTS AND CREDITS  PLUS: OTHER AMOUNT  PLUS: INTEREST AND PENALTIES  NO PAYMENT IS REQUIRED  \$  0  0  0  0  0  0  0  0  0  0  0  0
OVERPAYME	NT:
	CREDITED TO YOUR ESTIMATED \$ 0 TAX OTHER AMOUNT \$ 0 REFUNDED TO YOU \$ 0
MAKE CHECK	( PAYABLE TO:
	NOT APPLICABLE
MAIL TAX RE	TURN AND CHECK (IF APPLICABLE) TO:
	THIS RETURN HAS QUALIFIED FOR ELECTRONIC FILING. PLEASE REVIEW THE RETURN FOR COMPLETENESS AND ACCURACY. WE WILL THEN TRANSMIT YOUR RETURN ELECTRONICALLY TO THE FTB. DO NOT MAIL THE PAPER COPY OF THE RETURN TO THE FTB.
RETURN MUS	T BE MAILED ON OR BEFORE:

# **SPECIAL INSTRUCTIONS:**

NOT APPLICABLE

**2022** 

# California Exempt Organization Annual Information Return

228941 01-10-23 FORM

199

Ca	lendar Year	2022 or fiscal year beginning (mm/dd/yyyy) 0 7	7/01/2022	, and ending (mm/dd/	′уууу)	06/30/2023 .
_		anization name			California corpo	
E	MPOWE	R GENERATIONS			39256	595
Add	ditional inforn	nation. See instructions.			FEIN	
_					81-32	281557
		suite or room)			PMB no.	
4	<u>4236</u>	10TH STREET WEST STE 105				
Cit				State	ZIP code	_
	ANCAS			CA	93534	
For	eign country	name Foreign	province/state/county		Foreign po	stal code
A	First retu	rn Yes	X No I Did the or	ganization have any ch	anges to its g	guidelines
В	Amended			ted to the FTB? See ins		
C	IRC Secti	ion 4947(a)(1) trust Yes	<b>X</b> No <b>J</b> If exempt	under R&TC Section 2	3701d, has th	
D	Final info	rmation return?	engaged i	n political activities? S	ee instruction	
	•	Dissolved Surrendered (Withdrawn) Merged/Reo	rganized <b>K</b> Is the org	anization exempt under	r R&TC Section	on 23701g?   ●      Yes   X  No
		(mm/dd/yyyy) •		nter the gross receipts		
Ε	Check ac	counting method: (1) Cash (2) X Accrual (3)		anization a limited liabi	lity company	? Yes X No
F		eturn filed? (1) ● 990T (2) ● 990PF (3) ● s		ganization file Form 10		
		Other 990 series		able income?		
G			No N Is the org			
Н		• • • • • • • • • • • • • • • • • • • •		ed in a prior year?		
	If "Yes," v	vhat is the parent's name?		Form 1023/1024 pend		Yes X No
			Date filed	with IRS	_	
Ŧ	Part I	complete Part I unless not required to file this form. See	General Information R an	d C	_	
÷	uiti (	1 Gross sales or receipts from other sources. From S			•	1 18,641 00
		2 Gross dues and assessments from members and af				2 00
		3 Gross contributions, gifts, grants, and similar amou				3 1,334,647 00
		4 Total gross receipts for filing requirement test. Add			···········	3 1,334,047 00
	Receipts	This line must be completed. If the result is less th	•	Information R	•	4 1,353,288 00
	and	5 Cost of goods sold		5	00	77 27007200
F	Revenues	6 Cost or other basis, and sales expenses of assets so		6	00	
						7 00
		8 Total gross income. Subtract line 7 from line 4				8 1,353,288 00
		9 Total expenses and disbursements. From Side 2, Pa				9 1,577,997 00
E	xpenses	10 Excess of receipts over expenses and disbursement				10 -224,709 00
		11 Total payments			•	11 00
		12 Use tax. See General Information K				12 00
		13 Payments balance. If line 11 is more than line 12, so	ubtract line 12 from line 1	1	_	13 00
F	iling Fee	14 Use tax balance. If line 12 is more than line 11, subt	tract line 11 from line 12			14 00
		15 Penalties and interest. See General Information J				15 00
_		16 Balance due. Add line 12 and line 15. Then subtrace Under penalties of perjury, I declare that I have examined this return, it is true, correct, and complete. Declaration of preparer (other than ta	t line 11 from the result	tules and statements, and to		16 00
Sid	nn	it is true, correct, and complete. Declaration of preparer (other than to	axpayer) is based on all informa	tion of which preparer has a	any knowledge.	niowiedye alid beliel,
Sign Here		Signature _	Title	Da	te	Telephone
_		of officer	SCHOOL Dat	DIRECTO		(661) 429-3264
		Prenarer's	Dai	Ch	eck if	
		Preparer's signature		sel	f-employed	P02370487
Pa		Firm's name	3.000			• Firm's FEIN
	eparer's	or yours, if self-	ATES			27-2956198  • Telephone
Us	e Only	employed) 348 OLIVE STREET				· ·
_		SAN DIEGO, CA 92103	1 00 1 1 1		_	(619) 270-8222
		May the FTB discuss this return with the preparer shown	above? See instructions		•X	Yes No

### EMPOWER GENERATIONS

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

228951	01-10-	2

			Gross sales or receipts from all b						1	00
		2	Interest						3	00
	3 Dividends									00
Recei	ipts	4	Gross rents		4	00				
from		5	Gross royalties	•	5	00				
Other		6	Gross amount received from sale	•	6	10 (41				
Sourc	es	7	Other income	1•	7	18,641 00				
		8	Total gross sales or receipts from		-				8 9	18,641 00
		10	Contributions, gifts, grants, and						10	00
	<ul> <li>Disbursements to or for members</li> <li>Compensation of officers, directors, and trustees</li> <li>SEE STATEMENT 2</li> </ul>									89,618 00
	11 Compensation of officers, directors, and trustees SEE STATEMENT 2  12 Other salaries and wages									503,118 00
Exper	1888	13	Interest						12 13	486 00
and	1303	14	Taxes						14	34,822 00
Disbu	ırse-	15	Rents						15	295,307 00
ments		16	Depreciation and depletion (See	instructions)				•	16	29,819 00
		17	Depreciation and depletion (See Other expenses and disburseme	nts	S	EE STA	TEMENT	3 •	17	624,827 00
			Total expenses and disbursemen	nts. Add line 9 through line 17	7. Enter here and	on Side 1. Pa	rt I, line 9		18	1,577,997 00
Sch	edu				taxable year	,	,		of taxable	
Asset	s			(a)	(b)		(c)			(d)
1 0	Cash				74	16,591			•	332,658
<b>2</b> N			s receivable		20	0,953			•	198,167
<b>3</b> N	let not	es re	ceivable						•	
<b>4</b> li	nvento	ries <sub>.</sub>							•	
			state government obligations						•	
			in other bonds						•	
			in stock						•	
	/lortga								•	
			ments				0.1	1 6	•	
10 a	Depr	eciab	le assets	/				54,62		220 162
			mulated depreciation	(			( 2:	5,462		229,162
11 L	and		STMT 4		1 2	27,142			•	1,155,758
						34,686				1,915,745
			et worth		2,2.	74,000				1,713,743
			yable		3.	4,735			•	304,279
			s, gifts, or grants payable		†	11,755			•	301/2/3
			otes payable						•	
									•	
<b>18</b> 0	)ther li	abilit	ayable ies STMT 5		1,49	99,303				1,415,527
			or principal fund			-			•	
			tal surplus. Attach reconciliation						•	
<b>21</b> R	Retaine	ed ear	nings or income fund			20,648			•	195,939
22 T	otal li	abilit	ies and net worth		2,23	34,686				1,915,745
Sch	edul	le M		per books with income per re		nn (d) io loo	o than &EO 000			
	1.4.1			dule if the amount on Schedul $-224$ ,						
			per books				on books this ye			
			me tax				is return. Attach		·	
	Excess of capital resists over capital gains									
	4 Income not recorded on books this year.  Attach schedule  ■ Attach schedule  ■ Attach schedule									
	5 Expenses recorded on books this year not deducted in this return. Attach schedule • 10 Net income per return.									
			ne 1 through line 5			tract line 9 fro				-224,709
	/	111		== <b>-</b> /	1 500	0 111				

**************************************		
CA 199 OTHE	R INCOME	STATEMENT 1
DESCRIPTION		AMOUNT
STUDENT ACTIVITIES		18,641.
TOTAL TO FORM 199, PART II, LINE 7		18,641.
CA 199 COMPENSATION OF OFFICERS,	DIRECTORS AND TRUSTEES	STATEMENT 2
NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
MALAKA DONOVAN 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	SCHOOL DIRECTOR 40.00	89,618.
MICHELLE FLUKE 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	PRESIDENT 1.00	0.
HANNAH MARIE SCOTT 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	TREASURER 1.00	0.
ANNALIISA WILSON 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	MEMBER 1.00	0.
MARCIA REILY 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	MEMBER 1.00	0.
SAJAE DAVISON 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	MEMBER 1.00	0.
SHANNON CAMPBELL 44236 10TH STREET WEST STE 105 LANCASTER, CA 93534	MEMBER 1.00	0.
TOTAL TO FORM 199, PART II, LINE 11		89,618.

EMPOWER GENERATIONS 81-3281557

CA 199 OTHER E	XPENSES	STATEMENT 3
DESCRIPTION		AMOUNT
SPECIAL ED SERVICES		146,270.
BOOKS AND SUPPLIES		89,836.
CHARTER AUTHORIZER FEES		10,902.
PENSION PLAN CONTRIBUTIONS		69,557.
OTHER EMPLOYEE BENEFITS		65,572.
LEGAL FEES		7,235.
ACCOUNTING FEES		23,715.
OTHER PROFESSIONAL FEES		153,974.
ADVERTISING AND PROMOTION		14,921.
OFFICE EXPENSES		15,515.
INFORMATION TECHNOLOGY		14,361.
TRAVEL		212.
CONFERENCES AND CONVENTIONS		6,089.
INSURANCE		6,668.
TOTAL TO FORM 199, PART II, LINE 17		624,827.
CA 199 OTHER	ASSETS	STATEMENT 4
DESCRIPTION	BEG. OF YEAR	END OF YEAR
PREPAID EXPENSES AND DEFERRED CHARGES	17,881.	15,299.
INTANGIBLE ASSETS	0.	17,431.
DEPOSITS	53,267.	53,267.
RIGHT-OF-USE ASSET	1,155,994.	1,069,761.
TOTAL TO FORM 199, SCHEDULE L, LINE 12	1,227,142.	1,155,758.
CA 199 OTHER LI	ABILITIES	STATEMENT 5
DESCRIPTION	BEG. OF YEAR	END OF YEAR
OPERATING LEASE LIABILITY	1 155 004	1 111 100
	1,155,994.	1,111,190.
DEFERRED REVENUE	293,301.	304,337.
UNSECURED NOTES AND LOANS PAYABLE	50,008.	0.
TOTAL TO FORM 199, SCHEDULE L, LINE 18	1,499,303.	1,415,527.
	<del></del>	

Date Accepted		

TAXABLE YEAR

# California e-file Return Authorization for

FORM

20	99	cempt O		itions	itiior	Zationi	Oi				84	53-EO
Exempt Org	ganization name									Identifying nur	nber	
EMPO	WER GENERA	TIONS								81-32	81557	
Part I	Electronic Retur	n Information	(whole dollar	rs only)								
<b>1</b> Tot	al gross receipts (F	orm 199, line								1		53,288
<b>2</b> Tot	al gross income (Fo	orm 199, line 8								2	1,3	53,288
3 Tot	al expenses and di	sbursements (I	Form 199, line	9)						3	1,5	77,997
Part II	Settle Your Acc	ount Electroni	cally for Taxa	able Year 2022								
4	Electronic funds	withdrawal	4a Amoun	t		<b>4b</b> W	ithdrawal o	date (mr	n/dd/y	/yy)		
Part III	Banking Informa	ation (Have you	u verified the	exempt organiza	ation's ba	nking informat	tion?)					
	ting number											
6 Acc	ount number					7 Type of a	account:	Ch	ecking	Sa	vings	
Part IV	Declaration of C											
I authoriz on line 4a	e the exempt organiza a.	ation's account to	be settled as (	designated in Part	II. If I che	ck Part II, box 4,	I authorize	an electr	onic fun	ds withdraw	al for the an	nount listed
California a balance organizati statement	er, or intermediate set electronic return. To due return, I underst ion will remain liable ts be transmitted to th I authorize the FTB to	the best of my k and that if the Fr for the fee liabilit ne FTB by the ER	nowledge and t anchise Tax Bo y and all applic O, transmitter,	pelief, the exempt of ard (FTB) does not able interest and po or intermediate ser	organization t receive fi enalties. I rvice prov	on's return is tru all and timely pa authorize the ex der. If the proc	e, correct, a yment of the empt organi essing of the e delay.	nd comp e exempt zation re e exemp	lete. If the organizaturn and	ne exempt or ation's fee lia I accompany	ganization i ability, the e ing schedul	is filing xempt es and
Here	Signature of office	er		Date	_ <u> </u>	itle	<u></u>	7 - 0 - 1				
Part V	Declaration of E	lectronic Retu	rn Originato	r (ERO) and Pai	d Prepar	er.						
am only a accurately provided 1345, 202 the exempled declared	that I have reviewed to intermediate service y reflects the data on the organization office 22 Handbook for Author to ganization return that I have examined ect, and complete. I need to the service of	e provider, I und the return.) I hav er with a copy of iorized e-file Prov is filed, whichev the above exemp	erstand that I a e obtained the all forms and i viders. I will kee er is later, and t organization's	m not responsible organization office office of that I was form FTB 8453-I will make a copy seturn and accom	for review or's signatu vill file with EO on file available f apanying s	ring the exempt ire on form FTB in the FTB, and I for <b>four</b> years to the FTB upon chedules and st	organization 8453-EO be have followe from the du request. If I	's return fore tran ed all oth e date of am also	. I declar smitting er requir the retu the paid	re, however, this return t rements des rn or <b>four</b> yo preparer, ui	that form F to the FTB; I cribed in FT ears from th nder penaltion	TB 8453-E0 have B Pub. le date es of perjury,
	ERO's					Date	Check if also paid		Check if self-		RO's PTIN	
ERO		RISTY WH					preparer	X	employe		02370	
Must	Firm's name (or yours if self-employed)			re Associ	IATES					Firm's FEIN	27-29	56198
Sign	and address		LIVE S'								0100	
			IEGO, (							ZIP code 9		
	nalties of perjury, I de f, they are true, correc								tements,	and to the b	est of my k	nowledge
Paid	Paid .					Date		Check		Paid pr	eparer's PTIN	
Prepai	rer preparer's signature							if self- employe	ed	]		
Must	Firm's name (or y	ours				•				Firm's FEIN		
Sign	if self-employed) and address											
										ZIP code		

FTB 8453-EO 2022



# **Empower Generations**

# 2024 - 2025 Regular Scheduled Board Meetings

Board Approved:

All meetings will be held at Empower Generations School at 5:00 unless otherwise publicly noticed. Special Board Meetings may be scheduled as needed with 24-hour public notice.

September 12, 2024

October 10, 2024

November 7, 2024

December 12, 2024

February 13, 2025

March 6, 2025

April 17, 2025

May 15, 2025

June 18, 2025 - Wednesday

June 25, 2025 - Wednesday

### SPECIAL EDUCATION RESOURCE SHARING AGREEMENT

This Special Education Resource Sharing Agreement ("Agreement") is entered into as of July 1, 2024 ("Effective Date") by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a "Party" and collectively as the "Parties" to this Agreement: iLEAD California Charters 1 ("iCA"); iLEAD Agua Dulce ("iAD"); iLEAD Lancaster ("iLEAD Lancaster"); iLEAD Online Charter School ("iLEAD Online"); Empower Generations ("EG"); and Santa Clarita Valley International ("SCVi").

**WHEREAS**, iCA, iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi are each nonprofit that operates a California public charter school based on the iLEAD program and model.

**WHEREAS** pursuant to Education Code section 47641, the Parties are each a local educational agency ("*LEA*") for purposes of special education as defined in Education Code section 47640.

**WHEREAS**, each Party participates in the El Dorado Charter Special Education Local Plan Area ("SELPA") pursuant to the SELPA membership process and its SELPA Agreement for Participation ("SELPA Participation Agreement").

WHEREAS, under each Party's SELPA Participation Agreement:

- (a) the El Dorado County Office of Education is designated as the "responsible local agency" for the SELPA (i.e., the administrative entity) as set forth in Section 4 of the SELPA Participation Agreement;
- (b) the SELPA provides various policies, procedures, forms, coordination, training, reporting, and technical assistance services and supports to accomplish the goals of the local plan as set forth in Section 3 of the SELPA Participation Agreement; and
- (c) each Party is solely responsible for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, in order to provide special education programs and services to its eligible students enrolled in the LEA.

**WHEREAS**, each Party's responsibilities include employing, or establishing appropriate contracts for the provision of, counselors, special education teachers, instructional aides, and other personnel necessary to conduct the program specified in the SELPA's local plan, and in compliance with state and federal mandates.

WHEREAS, iCA, which currently operates the largest of the Parties' charter schools, employs numerous personnel and houses other resources necessary for the provision of special education programs and services in conformance with the SELPA's local plan and the state and federal mandates, such administrative services, psychologists, speech and language services, occupational therapy and adaptive physical education services, assistive technology support, behavioral support, and other compliance-related oversight as needed.

WHEREAS the Parties have determined that it is in each of their best interests to share these resources among them, so that iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi have access to the valuable, specialized personnel and other resources of iCA, so that all Parties achieve the cost savings and other scale benefits of sharing such resources, and in furtherance of each Party's goal to successfully implement special education programs and services at their iLEAD school.

WHEREAS, the law expressly permits the Parties to share these special education resources, in that Education Code section 56369 provides that an LEA may contract with another public agency to provide special education or related services to students with disabilities, and Education Code section 56195.1(e) provides that an LEA's membership in a SELPA does not limit the LEA's authority to contract for special education services with another LEA whether or not the LEAs are part of the same SELPA.

**WHEREAS**, because a charter school serving a larger number of students with disabilities requires more resources, the Parties seek to share costs for the special education services pro rata based on the number of students with disabilities enrolled at each Party's respective school.

**WHEREAS** the Parties have also entered into a separate agreement to share other resources of iCA, including educational support functions, professional development, program assessment, human resources functions, leadership and board support, technology support systems, facility and operations support, bookkeeping, and accounting, budget development, and compliance and reporting (the "General Resource Sharing Agreement").

WHEREAS, the Parties understand and agree that the Resource Sharing Agreement between the Parties—and not this Agreement—includes the costs of the Director of Student Support, which position provides the following special education oversight services: (a) training, coaching, and support, and assistance monitoring Student Support programs; (b) assistance with monitoring data and fixing errors in Special Education Information System (SEIS) to ensure data is uploaded correctly into state system; and (c) assistance in communications with SELPA and legal counsel, and through due process and mediation.

WHEREAS, now, other than the Director of Student Support which is covered by the Resource Sharing Agreement, the Parties seek to share the special education resources of iCA among them cooperatively and allocate costs among them according to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** in consideration of their mutual promises set forth in this Agreement, the Parties desire to, and hereby agree as follows:

**1. Student Support Shared Resources.** During the term of this Agreement, the Parties agree to share the iCA special education personnel and other resources necessary for the functions described in Attachment A (the "*Student Support Shared Resources*") in furtherance of each Party's provision of special education programs and services in conformance with the SELPA's local plan and the state and federal mandates, and in accordance with the cost allocation and payment provisions described in Sections 2 and 3 herein.

### 2. Cost Allocation.

a. The Parties will share the actual costs incurred by iCA for the Student Support Shared Resources on a pro-rata calculation that is based on their enrollment of students with disabilities who receive special education or related services through an individualized education program ("*IEP*").

b. The Parties understand and agree that only Student Support Shared Resources provided within a 75-mile radius of a Party's authorizer or resource center are intended to be

included in the cost allocation set forth in Section 2. When Student Support Shared Resources are needed by a Party outside of the 75-mile radius, iCA in its sole discretion will determine whether iCA special education personnel are available to provide such services as part of the Student Support Shared Resources included in the cost allocation. If iCA personnel are not available, or become unavailable, iCA will assist the Party in procuring the services from an outside provider and all costs for the services will be billed directly to the relevant Party and will not be part of the cost allocation covered by this Agreement.

- c. Any time iCA special education personnel are required to travel more than 75 miles one-way in order to provide Student Support Shared Resources, mileage will be billed directly to the relevant Party and is not part of the cost allocation covered by the Agreement.
- d. On the last day of each month, iCA personnel will prepare a report identifying the special education students enrolled in the Party's school as of the last day of the month. The reports will be used by iCA to calculate the pro-rata share of each Party by dividing the number of special education students enrolled at each Party's school on the last day of the month by the total number of special education students enrolled at all of the Parties' schools on the last day of the month. Each Party will provide access to reasonable backup documentation for the numbers in the report upon request from another Party, in the invoice approval process.
- **3. Monthly Invoicing and Payment.** iCA will generate monthly invoices for each Party's iCA Shared Resources cost. Each invoice will include the total costs of the Student Support Shared Resources by month and each Party's pro-rata share based on the allocation described in Section 2 above. iCA will provide each Party access to reasonable backup documentation for such costs upon request. Each Party will submit payment to iCA for its pro-rata share of the costs of the Student Support Shared Resources within thirty (30) days after receipt of the monthly invoice. In the event a Party discovers an error in a previously approved report, such Party shall immediately inform iCA of the error, and iCA will perform a reconciliation, which iCA will endeavor to perform within sixty (60) days. Any amounts overpaid or underpaid by a Party will be reflected as credits or additional charges on all Parties' next monthly invoice after iCA's reconciliation. An annual reconciliation will occur upon the close of each Party's audit, and payments or reimbursements will be provided within ninety (90) days of the close of the audit.
- **4. Parties' Responsibilities for Provision of FAPE and SELPA Participation Agreement.** As an LEA, each Party retains ultimate authority and responsibility for the provision of a free appropriate public education ("*FAPE*") as mandated by the Individuals with Disabilities Education Act ("*IDEA*") and related California law to its enrolled eligible students. Each Party also retains ultimate authority and responsibility for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, including ensuring that all required federal, state, and SELPA reports and data requests are submitted in the prescribed format and at the specified due date. iCA will provide each Party the Student Support Shared Resources and support outlined in Section 7 herein. However, this shall not be construed in any way as an obligation or duty imposed on iCA to offer or provide a FAPE to eligible students enrolled in any LEA other than its own, nor a duty or obligation to make decisions regarding the educational programming of students enrolled in any LEA other than its own. As the responsible LEA for providing a FAPE to its eligible students, each Party must authorize any change in placement and/or services for its eligible students and

shall agree to and be responsible for funding that placement and/or those services. Execution of this Agreement is in no way intended to be construed as shifting responsibility for a Party's provision of a FAPE or compliance with its SELPA Participation Agreement to iCA.

## **5. Parties' General Responsibilities.** The Parties are each responsible for:

- a. Complying with all applicable federal and state statutes, laws, and regulations imposed on each Party as an LEA, as well as their duties and responsibilities under their SELPA Participation Agreement;
- b. Addressing any identified compliance gaps in a timely and responsible fashion;
- c. Ensuring that neither the Party nor its employees discriminate against iCA employees who are providing the Student Support Shared Resources, employees of another Party, or students, on account of disability, race, color, religion, ethnic origin, age, gender, sexual orientation, or any other characteristic protected by law;
- d. Providing to iCA, and to the respective iCA employees who are providing services, in writing, copies of any campus or school-specific rules, policies, procedures, or standards of conduct applicable to iCA employees while providing services to the Party and its eligible students;
- e. Providing a safe and compliant working area for iCA employees, when it is necessary for iCA to be at a Party's learning studio or other location agreed upon by the Parties. iCA employees will provide services to each Party's eligible students at each Party's learning studio(s) or, if mutually agreed upon, at other locations that are required or convenient for the provision of special education programs and services;
- f. Promptly providing iCA with all the necessary and accurate data, files, documents, and other information, records, and access that is necessary or appropriate for iCA to support each Party in successfully implementing its special education programs and services, including, but not limited to, IEPs, cumulative files, health records, and assessment reports, in compliance with and to the extent permitted by law;
- g. Ensuring appropriate LEA representatives attend and participate in Individualized Education Program ("IEP") meetings, SELPA meetings, and other meetings as necessary;
- h. Providing ongoing feedback to iCA regarding its provision of the Student Support Shared Resources;
- i. Continually improving its special education programs and services for eligible students by setting performance objectives, executing plans, and taking necessary corrective actions for any deficiencies identified by any and all internal or external compliance reviews;
- j. Immediately informing iCA of any investigation or inquiry by any federal, state, or local agency, including, but not limited to, the Fiscal Crisis Management and Assistance Team, the California Department of Education, or the United States Department of Education Office for Civil Rights, arising out of or in any way related to iCA's provision of the Student Support Shared Resources, and providing iCA a copy of any written

correspondence related thereto; provided, however, that each Party, as the responsible LEA, retains ultimate responsibility for responding to, and addressing, any investigation, audit, information request or other inquiry, concern or complaint regarding its special education programs and services, as well as handling disputes as they arise; and

k. Ensuring that any and all student records conform to prescribed formats and that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be legible, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection by other Parties upon request and, as appropriate, with legitimate educational interest.

### 6. iCA General Responsibilities.

- a. iCA is hereby designated to act on its own behalf and on behalf of all other Parties hereto to provide for and perform the functions described in Attachment A, including to employ such employees, engage service providers or other third parties as necessary, and incur other reasonable and necessary costs for the mutual advantage of the Parties.
- b. iCA will provide the same quality of services for each Party's students as it does for its own students in performing the functions described in Attachment A. iCA will endeavor to accommodate all Parties' needs, provided that no Party shall be entitled to more than its fair share of iCA's time. iCA shall not be required to provide any Student Support Shared Resources pursuant to this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause outside iCA's reasonable control or would require iCA to violate applicable law or its charter.
- c. When on a Party's school campus or other site, iCA employees shall be subject to such Party's general direction and iCA will comply with the Party's applicable policies and procedures (such as campus sign-in procedures) so long as such policies and procedures are provided to iCA in writing.
- d. iCA will supervise and make all employment decisions with respect to iCA employees at its sole discretion, including all hiring, evaluation, termination, compensation, and benefits decisions. iCA shall have sole responsibility for compliance with state and federal income tax withholding, unemployment, and disability insurance withholding and contributions, retirement benefits (e.g., California State Teachers' Retirement System, California Public Employees' Retirement System, etc.), social security tax withholding, and contributions, workers' compensation coverage, wage and hour obligations, and any other applicable employment law requirements for iCA's employees. Nothing in this Agreement shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party.
- e. In providing the Student Support Shared Resources, iCA will:
  - i. Provide the Student Support Shared Resources to all eligible students as requested by the Parties consistent with the IDEA and related state and federal laws, or immediately inform the relevant Party if it is unable to provide requested services;

- ii. When iCA provides direct educational services to a Party's student(s), iCA will assist the Party in drafting goals and objectives for review and consideration at the student(s)'s annual IEP meetings or other appropriate IEP team meetings.
- iii. Cooperate and collaborate with each Party in making relevant personnel available to attend IEP team meetings and other meetings educationally necessary for eligible students, and participate in or conduct assessments of eligible students receiving services from iCA, as appropriate.
- iv. Notify the relevant Party when it has reason to believe that an eligible student may require an evaluation, reevaluation, different services, or an IEP team meeting. v. When iCA provides direct educational services to a Party's student(s), iCA will do so as described in the IEP of the eligible student and will prepare all required reporting of student progress on the IEP that iCA is implementing, including goal progress reports.
- vi. Provide an eligible student's records to a requesting Party within five (5) calendar days to allow the requesting Party sufficient time to produce the records within statutory timelines.
- vii. Ensure that all iCA personnel performing services under this Agreement hold all credentials and/or licenses required to perform the particular services, and provide copies of current credentials and/or licenses to the Parties upon request.
- 7. Due Process Proceedings and Complaints. Upon request from the responsible LEA, iCA will participate in alternative dispute resolution and/or special education due process proceedings concerning the services provided by iCA to eligible students pursuant to this Agreement. iCA will also participate in and support any Party in an investigation or reasonable information request, including those pertaining to any complaint filed with the State of California (e.g., California Department of Education, California Office of Administrative Hearings, etc.), the United States Department of Education Office for Civil Rights, or any other state and/or federal governmental body or agency, to the extent such investigation or request relates to services provided by iCA to eligible students pursuant to this Agreement. However, each Party, as the responsible LEA, retains ultimate responsibility for responding to and addressing any investigation, audit, information request, or other inquiry, concern, or complaint regarding its special education programs and services, as well as handling disputes as they arise. Each Party shall also be responsible for defending itself in any special education due process proceeding or investigation and paying any resulting costs, including but not limited to attorneys' fees, expert witness fees, other costs of litigation or other proceedings, and settlement amounts for such proceedings or investigation.
- **8. Nonpublic School/Agency Placement and Services.** If an IEP team determines that a student shall be placed at a nonpublic school (including placement at a residential treatment center) or receive services through a nonpublic agency, the relevant Party as the responsible LEA shall be responsible for selecting, contracting with, and overseeing the nonpublic school/agency ("NPS") and paying all costs associated with such placement. The iCA team will advise and assist in this process by, for example, locating possible program options, assisting in coordination of NPS site visits, participating in NPS visits as appropriate, collaborating with the NPS sites on appropriateness of placement, and collaboration with the SELPA, however, the responsibility for NPS placement and services is ultimately that of the relevant Party and LEA.

- **9. Term and Termination.** The term of this Agreement commences on July 1, 2024, and continues through June 30, 2026, unless and until earlier terminated as set forth in Section 10(a) or (b) herein and subject to any amendments pursuant to Section 11 herein.
  - a. *Termination by any Party other than iCA*. Any Party other than iCA may terminate its participation in this Agreement for any reason upon sixty (60) days' written notice to all Parties. Termination of participation by any Party shall not terminate the Agreement as to any other Party, nor relieve the terminating Party of any obligations incurred prior to the effective date of such termination. Following termination of a Party's participation, (i) the terminating Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the terminating Party will not be entitled to any of the Student Support Shared Resources after the effective date of such termination, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the terminating Party as a party.
  - b. *Termination by iCA*. iCA may terminate this Agreement for any reason upon ninety (90) days' notice to all Parties. Additionally, iCA may terminate any other Party's participation in this Agreement in the case of a material or persistent breach by such Party of any one or more of the terms of this Agreement, which is not remedied within thirty (30) days after written notice is provided by iCA to the breaching Party. A copy of such written notice shall also be provided to all other Parties. Upon expiration of the thirty (30) day period without curing the breach or appropriate actions taken to commence curing the breach at the discretion of iCA, iCA may terminate the breaching Party's participation. Following termination of a breaching Party's participation, (i) the breaching Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the breaching Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the breaching Party as a party.

# **10. Amendments.** This Agreement may be amended as follows:

- a. Changes to the Student Support Shared Resources. The Parties acknowledge and understand that the functions and resources iCA is able to share among the Parties may change from time to time. iCA will inform affected Parties of any changes to its capacity to provide the functions and resources described in Attachment A as soon as practicable and shall reflect such changes in writing by providing an amended Attachment A to all Parties. To the extent iCA's changes to Attachment A adds new functions or resources that would result in a substantial increase in costs, iCA will provide all Parties ninety (90) days' notice, which notice may be waived if all Parties agree that the additional services should start sooner.
- b. *Changes in the Law.* In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, after such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the Agreement shall terminate for all Parties upon any Party's sixty (60) days

written notice to the other Parties, or in such lesser time as is reasonable under the circumstances. Following termination, the Parties will pay iCA any unpaid portion of their costs through the effective date of termination.

- 11. Work Product; Intellectual Property. Any work product that is created by iCA in the context of providing the functions described in Attachment A shall be the sole property of iCA except to the extent it involves Confidential Information or privileged information for any one Party (for example, employment records), in which case it belongs to that Party, or to the extent it is governed or otherwise addressed by a separate written agreement among the Parties.. Any intellectual property owned by a Party and used by iCA related to the Student Support Shared Resources shall remain the sole property of that Party. Similarly, any intellectual property owned by iCA that is utilized as part of the Student Support Shared Resources, either by iCA or another Party, shall remain the sole property of iCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the property of another Party. Upon termination or expiration of this Agreement, the property of each Party in the possession of any other Party shall be returned and/or destroyed.
- **12. Confidentiality.** Each Party acknowledges that during the term of this Agreement, it may have access to certain Confidential Information of the other Party(ies), as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Parties' Confidential Information.
  - a. "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, student information, and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.
  - b. If disclosure of Confidential Information is requested pursuant to a law, statute, rule, or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or another similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.
  - c. Upon the termination or expiration of this Agreement, the Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.
  - d. To the extent necessary and as permitted by law, iCA shall be designated as a "school official" with a legitimate educational interest in accessing each Party's student education records, as that term is defined by and for purposes of FERPA, thereby allowing iCA to

access personally identifiable information from student education records from each Party as part of its performance of the functions described in Attachment A. For purposes of this Agreement, the term "personally identifiable information" ("*PII*") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

- e. iCA will not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the functions described in Attachment A, as required by law, or as otherwise authorized in writing by the applicable Party. iCA shall protect the pupil records it receives from or on behalf of another Party no less rigorously than it protects its own pupil records. In the event of unauthorized disclosure of PII, iCA shall notify the affected Party(ies) as soon as practicable, and shall, upon the affected Party(ies)'s request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.
- **13. Student Information.** Each Party is responsible for its compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("*FERPA*"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("*COPPA*"), and other applicable state and federal laws pertaining to student information and privacy.

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- **14. Insurance.** iCA shall maintain customary and reasonable insurance coverage necessary for the performance of the functions described in Attachment A, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. iCA shall name each Party as an additional insured under all of iCA's policies. To the extent iCA incurs additional cost(s) for any enhancements necessary to its insurance policies to provide the Student Support Shared Resources to all Parties, such cost(s) may be allocated among the Parties according to Sections 2 and 3. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- **15. Liability.** Each Party shall be and remain responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.
- **16. Indemnification.** Each Party shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of its obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of another Party.
- **17. Fiduciary Obligations and Transparency.** The governing body for each Party has reviewed this Agreement in good faith, and in a manner in which it believes to be in the best interests of its LEA, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances, and has determined that the Agreement is in the best interests of the Party and that the cost allocation to be paid is fair and reasonable. Each Party

will also ensure a fully executed copy of this Agreement is promptly available upon request by any person, including the SELPA and such Party's respective independent financial auditor or charter authorizer.

- **18. Assignment.** No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Parties. This Agreement shall be binding on and shall insure to the benefit of, the Parties and their respective successors and assigns.
- 19. Dispute Resolution and Arbitration. If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties shall first meet and confer informally within twenty (20) days in an attempt to resolve the issue, which can include a Party's right to seek dispute resolution through the SELPA should the SELPA agree to facilitate such a resolution. If reasonable efforts at informal resolution are unsuccessful, the Parties agree that such dispute or controversy will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive, and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The involved Parties shall equally share the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. Otherwise, each Party involved in the arbitration shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, the Parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent any Party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

**20. Notice.** All notices, requests, demands, or other communications (collectively "*Notice*") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: iLEAD California Charters 1 ATTN: Amanda Fischer 1720 Sierra Highway, Suite A Acton, CA 93510 amanda.fischer@ileadcalifornia.org To: Empower Generations
ATTN: Sajae Davison
43301 Division Street, Unit 305
Lancaster, CA 93535
sajae.davison@empowergeneration.org

To: iLEAD Agua Dulce ATTN: Lisa Latimer 11311 Frascati Street, Agua Dulce, CA 91390 lisa.latimer@ileadaguadulce.org	To: Santa Clarita Valley International ATTN: Martha Spansel Pellico/ Chad Powell 28060 Hasley Canyon Road Castaic, CA 91384 director@scvi-k12.org
To: iLEAD Lancaster ATTN: Deborah Autrey 254 E. Ave K-4 Lancaster, CA 93535 deborah.autrey@ileadlancaster.org	To: iLEAD Online Charter School ATTN: Kate Wolfe 1720 Sierra Highway, Suite B Acton, CA 93510 kate.wolfe@ileadonline.org

- **21. Headings**. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.
- **22. Applicability.** As of the Effective Date, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter.
- **23. Arm's Length and Independent Counsel.** This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the

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subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement. Each Party has been advised by or had the opportunity to seek advice from its independent counsel regarding this Agreement.

- **24.** No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- **25. Severability.** If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.
- **26. Governing Law.** This Agreement shall be governed by and interpreted under California law.
- **27. Authority to Contract.** Each Party warrants to the others that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

**28.** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

**IN WITNESS WHEREOF,** the Parties execute this Agreement as of the Effective Date above.

iLEAD California Charters 1, a California nonprofit public benefit corporation CEO: Amanda Fischer

Signature:

Date:

Empower Generations, a California nonprofit

public benefit corporation Director: Sajae Davison

Signature:

Date:

iLEAD Agua Dulce, a California nonprofit

public benefit corporation Director: Lisa Latimer

Signature:

Date:

Santa Clarita Valley International, a California

nonprofit public benefit corporation

Director: Martha Spansel-Pellico/ Chad Powell

Signature:

Date:

iLEAD Lancaster, a California nonprofit

public benefit corporation Director: Deborah Autrey

Signature: Date:

iLEAD Online, a California nonprofit public

benefit corporation Director: Kate Wolfe

Signature: Date:

# ATTACHMENT A STUDENT SUPPORT SHARED RESOURCES

The Parties agree to share the following personnel and other resources of iCA to support the provision of special education programs and services, the costs of which shall be shared according to the cost allocation provisions in the Agreement:

### **DIRECT STUDENT SERVICES:**

- Occupational Therapist(s): Conduct and review occupational therapy assessments, participate in IEP meetings, supervise certified occupational therapy assistants, provide consultative services, and provide direct services to learners who have occupational therapy as a related service under their IEP.
- <u>Certified Occupational Therapy Assistant(s)</u>: Assist occupational therapists with assessments, clerical duties, and direct services to learners who have occupational therapy as a related service under their IEP.
- <u>Adapted Physical Education Coach(es)</u>: Conduct and review adapted physical education assessments, participate in IEP meetings, provide consultative services, and provide direct services to learners who have adapted physical education as a related service under their IEP.
- <u>Assistive Technology Specialists(s)</u>: Conduct assistive technology assessments, participate in IEP meetings, provide direct services, provide consultative services, provide training to school programs, and suggest strategies and supports for educational and academic needs.
- <u>School Psychologist(s)</u>: Conduct psycho-educational assessments, support the IEP Team in determining eligibility for special education services, provide consultative services, and suggest strategies and supports for educational, academic, and behavioral needs.
- <u>Speech and Language Pathologist(s)</u>: Assess, case manage, and coordinate IEP meetings for speech-only learners, provide consultative services, supervise the Speech/Language Pathologist Assistants, and provide direct speech services to learners.
- <u>Speech and Language Pathologist Assistant(s)</u>: Conduct speech therapy for learners with identified communication disorders, and assist the Speech/Language Pathologists with assessments and clerical duties.
- <u>Board Certified Behavior Analyst(s)</u>: Collaborate with the school team(s) to design and implement behavior support strategies, provide consultative services, administer Functional Behavioral Assessments (FBAs) and/or collaborate with other professionals to administer FBAs, review all FBAs, work with each Party to ensure

Behavior Intervention Plans are kept up to date and strategies are being implemented with fidelity, provide and/or ensure the provision of direct behavior consultation/supervision services to learners as outlined in the learner's IEP, provide behavior analytic support to care team, 1:1's, behavior support specialists, and any Party's team member as appropriate.

• <u>Behavior Intervention Specialist</u> (s): Conduct FBAs under the guidance of a Board Certified Behavior Analyst, <u>provide consultative services</u>, collaborate with the school team(s) to design and implement behavior support strategies, and work with each Party to ensure Behavior Intervention Plans are kept up to date and strategies are being implemented with fidelity, provide direct behavior consultation/supervision services to learners as outlined in the learner's IEP.

### ADMINISTRATIVE AND OTHER SUPPORT:

- Directors & Deputy Directors of Student Support: Assess learners for special education or disability-related services and oversee the assessment process, serve as the case manager for students with IEPs on a temporary basis, as needed, if an LEA loses a case manager, coordinate all IEP services and support staff, oversee outside contracts for related services such as OI, VT, or PT, oversee the Child Find process, oversee Independent Educational Evaluation ("IEE") requests and contracts with IEE providers, oversee, update, and ensure mental health policies are being implemented, oversee crisis interventions and coordinate crisis response teams, assist with the special education information system and reports to help ensure appropriate timelines are met, oversee and support with legal compliance, support with the Performance Indicator Review process, hold weekly department meetings and office hours as necessary, facilitate staff trainings, receive and handle records requests and student files, assist with recruiting, hiring and training special education staff, and other administrative support related to special education as reasonably requested.
- <u>Billing and Back Office Support</u>: Track and record outside provider service hours and assist with billing and accounts payable. Tracks all expenses relating to assistive technology, provider mileage, travel reimbursements, each Party's legal fees, due process complaints, settlement payments, low incidence reimbursements, creation of Individual Service Agreements (ISA) for outside vendors, and Educationally Related Mental Health Services ("ERMHS") reimbursements.
- Assessment Assistance Support: Track and record assessment plans; support in the management of paperwork for all assessment requests and the creation and sending/receipt of all assessment plans; monitor and support triennial and initial timelines; manage Child Find process and all documentation; coordination and communication outside assessors including assign DHH, AT, PT, OI, audiology assessors; attend weekly collaboration meetings; track scheduling of assessment meetings to ensure timelines are met; track and record assessment materials; track and record assistive technology and other IEP required purchases.
- <u>Support Provided to Education Specialists</u>: Education Specialists are provided support through <del>weekly regular</del> department meetings, dissemination of important SELPA updates

and announcements weekly or as needed, compliance checks, creation of training, and implementation of training for all Education Specialists. Support in the hiring process for Education Specialists and support as needed in the administration of IEP meetings. Support in coaching interns or new staff with weekly regular meetings and support on writing IEPs, serve as administrator for IEPs. Support and coordinate with each Party's legal counsel in due process cases or other special education issues, weekly collaboration with point of contact education facilitators at each site, including lead Education Specialists. Complete IEP observations, and provide feedback to Directors about performance.

- <u>Support Provided to Student Support Care Team</u>: Each Party's student support care teams are supported through training, weekly regular department meetings, scheduling support, and coordination of professional development. Support the hiring of new care team and training, along with monitoring of service data and compliance, and providing feedback to Directors about performance.
- <u>Support Provided to Designated Instructional Services ("DIS") Counselor</u>: DIS counselors are supported through training, monthly compliance reviews, individual/department-wide coaching through weekly check-ins, IEP prep/ IEP consultation, administration, work with each Party to ensure mental health policy is being followed, run internship program, CDE and monthly SELPA audit completion, create curriculum/ resources for tier 1, 2, 3, provide crisis response protocols, establish/connect community partnerships.

# **Overview of changes to the Vacation Policy**

- Vacation time cannot be forfeited Many of the changes are a result of the existing language stating that unused vacation time will be forfeited. California law does not allow accrued vacation time to be forfeited. Once it is earned, it belongs to the employee. Vacation time must be paid out or rolled over into the next year.
- Since vacation time will now roll over into the next year, we have included a cap on the total amount of vacation time that can be accrued. That will protect the school from potentially having massive liability on the books for employees that continue to accrue without taking time off.
- Instead of front-loading the entire 15 days upon date of hire, employees will accrue vacation time throughout the year. This will avoid the circumstance where an employee is hired, then resigns two weeks later, and we are required to pay out all of their vacation time.
- We added language that vacation time cannot be "cashed out". The only time it will be paid out to an employee is upon their termination/resignation, or upon taking a new position in which they are no longer eligible to accrue vacation time.



# Vacation Policy

**Board Approved:** 

### Purpose:

Empower Generation's ("EG") paid vacation plan is a part of the benefits package extended to full-time, year-round staff members and is designed to provide employees with the opportunity to balance their work and home lives. The purpose of this policy is to provide eligible employees with flexibility from work that can be used for such needs as vacation, personal or family business, appointments, volunteerism, and other activities of the employee's choice. EG's goal is to provide time for personal rejuvenation and to reduce unscheduled absences while providing reasonable accommodation to full time staff members without impacting employee compensation.

# Eligibility:

Staff members eligible for this benefit include non-instructional staff regularly scheduled and working 30 hours or more per week (.75 FTE) and 250 or more days per year.

### Accrual:

Employees are allocated vacation days when they are hired and on July 1st each year in accordance with the rate below. New employees are allocated hours on a prorated basis for the remainder of the months in the year.

Employees will accrue vacation time based on the following rate:

- Up to 15 days of paid vacation per year, accruing at the rate of 1.25 days (10 hours) per month worked each school year. The monthly accrual of 1.25 days (10 hours) will be allocated to the employee on the first day of each month.
- The maximum vacation time accrual is 15 days (120 hours). Once the maximum has been reached, the employee will stop accruing vacation time until already accrued vacation time has been used.

Requesting Time Off:

New employees can request vacation time upon the completion of their first month <a href="https://employees.com/hiredof">hiredof</a>
<a href="mailto:employees.com/employees.com/hiredof">employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.com/employees.co

### **Unused Vacation Time:**

Employees <u>must are encouraged to</u> use all of their accrued vacation time by the end of the school year. Any vacation time not used by June 30th <u>of each school year</u> will <u>not</u> be forfeited. <u>Unused vacation time will roll over into the next school year, but the maximum allowable accrual at any time is 15 days (120 hours).</u>

# Payout:

Accrued and unused vacation hours will only be paid out at the employee's current hourly rate <u>u</u>Upon separation from employment with EG, <u>or upon a change in position in which the new position is not eligible to accrue vacation time, employees will be paid for any accrued but unused vacation time. Employees are not entitled to "cash out" accrued and unused vacation hours during their employment with EG.</u>

Vacation time is a benefit that provides employees with the opportunity to rest and recharge, and we encourage employees to take advantage of this benefit. However, it is also important to balance the needs of the school with the needs of individual employees, and we ask that all requests for vacation time be made with consideration for the needs of EG.

Revised 7/1/2024

# **Overview of changes to the Holiday Policy**

- Dates of the 24/25 holidays have been updated
- We have clarified that hourly employees that are not normally scheduled to work during the summer and winter breaks are not eligible to collect holiday pay for any holidays that fall during those periods.
- The existing policy says employees are eligible to receive holiday pay upon having been employed for 90 days. In the case of Exempt employees, we can't withhold their pay. So they will get paid for the holiday anyway. We have removed that language. In terms of the hourly employees, we do have the right to make them wait 90 days before being eligible to receive holiday pay. However, in considering the equity between employees, we have recommended removing the 90 day waiting period for hourly employees.



# Empower Egnerations Full-Time and Part-Time Hourly Employee Holiday Benefit Policy

Board Approved:

The following is our company's holiday benefit policy that outlines all the days of the year that we acknowledge and observe as holidays. Empower Generations ("EG") will close its doors on these days and employees are expected to comply by not working. Work done on a day that falls on an observed holiday will only be approved when the work is absolutely necessary to perform vital job functions related to the needs of the organization such as payroll information submission and processing, state reporting, or any urgent matters that cannot be delayed until after the holiday.

## Holiday Benefit Policy Effective July 1, 2024 through June 30, 2025

### **Eligibility**

Exempt salaried employees who have worked for EG for at least 90 days are eligible to receive holiday pay.

Non-exempt hourly employees who are classified as regular, full-time or part-time employees and who have worked for EG for at least 90 days are eligible to receive holiday pay.

Hourly full-time employees will receive their normal rate of pay for holidays identified by EG and set forth on a schedule issued by <u>Human Resources</u>, and approved by the <u>School Board</u><u>Employee</u> <u>Services</u> annually.

Hourly eligible part-time employees will receive holiday pay on a prorated basis (paid at the rate of hours that would have normally been worked on that particular holiday day of the week).

Hourly employees that are not scheduled to work during summer break or winter break are not eligible to receive holiday pay for any holidays that occur during these breaks.

If a recognized holiday falls during an unpaid leave of absence, no pay will be given for the Holiday.

The following employees are NOT eligible for holiday benefits:

- Temporary employees
- Employees in internship programs.

## **Paid Holidays**

EG recognizes the following paid holidays each year:

- New Year's' Day (1/1/2025)
- Martin Luther King Day (1/20/2025)
- Presidents' Day (2/17/2025)
- Memorial Day (5/26/2025)
- Juneteenth (6/19/2025)
- Independence Day (7/4/2024)
- Labor Day (9/2/2024)
- Veterans' Day (11/11/2024)
- Thanksgiving Holiday (11/28/2024 and 11/29/2024)
- Christmas (12/25/2024)

Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday.

### **Procedures**

The following conditions apply to EG's holiday benefit policy:

- Holiday pay will not be considered as time worked for the purpose of overtime calculations.
- Holiday pay is computed at an individual employee's base rate of pay.
- If an hourly employee is scheduled to work on a holiday, the employee will be paid his or her regular rate of pay plus holiday pay.
- Holidays will not be paid to employees on any type of unpaid leave.
- Holidays falling within an approved scheduled vacation will be recorded as holiday pay.
- An employee must be present at work on his or her last scheduled day prior to the holiday and the first scheduled day after the holiday to receive holiday pay.

### **Religious Holidays**

Apart from observed state and national holidays, some employees may observe separate religious holidays. Employees may take unpaid time off for an observed religious holiday, unless such an arrangement will cause undue hardship to our school.

### **AGREEMENT**

THIS AGREEMENT is made by and between iLEAD Lancaster Charter School a California not for Profit Corporation, 254 E. Ave K-4, Lancaster CA 93535 (Lancaster),

iLEAD Agua Dulce:, a California not for Profit Corporation, 11311 Frascati Street, Agua Dulce CA 91390 (Agua Dulce),

iLEAD Hybrid Antelope Valley:, a California not for Profit Corporation, 2110 W. Avenue K, Lancaster CA 93536 (Antelope Valley),

Santa Clarita Valley International:, a California not for Profit Corporation, 28060 Hasley Canyon Road, Castaic CA 91384 (SCVi),

and Empower Generations, a California not for Profit Corporation, 44236 10th Street West, Lancaster 93534 (Empower)

#### WITNESSETH:

WHEREAS, Lancaster operates as a School Food Authority under the National School Lunch Program and operates a food service program that provides healthy, nutritious lunches to public school students; and

**WHEREAS**, Agua Dulce, Antelope Valley, SCVi, and Empower are public charter schools in Los Angeles County, CA;

WHEREAS, Agua Dulce, Antelope Valley, SCVi, and Empower would like to partner with Lancaster under the Lancaster School Food Authority umbrella for food service through the Food Service Program, and Lancaster would like to enter into such partnership with Agua Dulce, Antelope Valley, SCVi, and Empower (the "Food Service Program").

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound by the following terms:

<u>Section 1. Recitals.</u> The above recitals are true and correct and incorporated into this Agreement by reference.

### Section 2. Scope of Services.

A. Lancaster agrees to provide school food service to Agua Dulce, Antelope Valley, SCVi, and Empower through the Food Service Program in accordance with the requirements of the National School Lunch Program and all applicable laws, rules, and regulations, as more particularly described in Exhibit "A" to this Agreement.

B. Food service equipment\*, food supplies, and equipment for the operation of the Food Service Program will be provided by Lancaster to Agua Dulce, Antelope Valley, SCVi, and Empower will be the

financial responsibility of Lancaster. Equipment will be provided if the National School Lunch Program budget or grants can sustain the cost of the need. Otherwise, the school is responsible for the purchase.

Lancaster will provide all employees necessary to provide all of the services set forth in Exhibit A through the Food Service Program at Lancaster's sole cost and expense.

This Participation Percentage for each school was determined by an estimate of projected student participation at each school site for the 2024-25 school year. On or before October 30, 2024 the Participation Percentage for each school will be adjusted based on the actual percentage of students served at each school site compared to the total student served at all five school sites. If this adjustment results in a deficiency for any school, such school shall pay the deficiency to Lancaster within thirty (30) days of receipt of the invoice. If this adjustment results in surplus owed to any school, Lancaster will pay such school the surplus amount within thirty (30) days of receipt of the invoice.

The initial Participation Percentage for the 2024-2025 School Year will be as follows:

Lancaster: 0.341 or 34.1%
 Agua Dulce: 0.325 or 32.5%
 Antelope Valley: 0.182 or 18.2%

4. SCVi: 0.138 or 13.8% 5. Empower: 0.014 or 1.4%

C. The Food Service Program will generate revenues through the National School Lunch Program for meals provided to each school. All revenues derived from the School Food Service Program will be maintained and accounted for by Lancaster and maintained in a dedicated bank account. A fund balance of \$328,293 will be established for use in the case of emergency food service operation needs. This amount is equal to approximately 3 months of operational expenditures. This fund balance will be funded from food service revenues derived from the above expenses. Once the \$328,293 fund balance has been established, the remaining revenues generated, above this established amount that is in excess, from the food service operation will be shared on a monthly basis with the five schools (Lancaster to Agua Dulce, Antelope Valley, SCVi, and Empower) if the revenue exceeds the above fund balance, based on the Participation Percentage.

Section 3. Indemnification. Each party to this Agreement does hereby indemnify, defend and hold harmless the others, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards, including attorneys' fees and costs, which arise out of (i) the negligence or intentional acts or omissions of the first party, (ii) any action taken or not taken by the first party, or (iii) any noncompliance or breach by the first party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, and representatives.

<u>Section 4. Terms and Termination</u>. This Agreement shall become effective upon execution by the last party, as indicated by the date stated under each party's signature and shall remain in effect until June 30, 2025. Any of the parties to this Agreement may terminate this Agreement by providing at least 90 days' written notice to the other parties. This Agreement may be extended upon the mutual written consent of all parties.

<u>Section 5. Force Majeure.</u> The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces

beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, epidemics, and interruptions, loss or malfunctions of utilities.

<u>Section 6. Modifications</u>. Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement.

<u>Section 7. Assignments.</u> This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

<u>Section 8. Notices.</u> All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

### **ILEAD LANCASTER CHARTER SCHOOL:**

School Director 254 E. Ave K-4, Lancaster CA 93535

### iLEAD AGUA DULCE:

School Director 11311 Frascati Street, Agua Dulce CA 91390

### **<u>iLEAD HYBRID ANTELOPE VALLEY:</u>**

School Director 2110 W. Avenue K, Lancaster CA 93536

### SANTA CLARITA VALLEY INTERNATIONAL:

School Directors 28060 Halsey Canyon Road, Castaic CA 91384

### **EMPOWER GENERATIONS:**

School Director 44236 10th Street West, Lancaster 93534

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter by a carrier, the date the notice was delivered by the overnight letter company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this agreement.

- <u>Section 9. Entire Agreement</u> This represents the entire agreement between the parties and supersedes any prior communication or agreements, whether oral or written, related to the subject matter hereof. No modification can be made to this Agreement unless mutually agreed by the parties in writing.
- <u>Section 10. Severability.</u> If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.
- <u>Section 11. Compliance.</u> Lancaster to Agua Dulce, Antelope Valley, SCVi, and Empower must at all times comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties and obligations under this Agreement.
  - <u>Section 12. Jurisdiction and Venue.</u> This Agreement is made under, and in all respects will be interpreted, construed and governed by and in accordance with, the laws of the State of California. Venue for any legal action resulting from this Agreement will lie solely in Los Angeles County, California..

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF,** the parties have made and executed this Agreement on the respective dates under each authorized signature:

# <u>iLEAD LANCASTER CHARTER SCHOOL:</u>

Deborah Autrey, School Director This day of 2024
iLEAD AGUA DULCE:
Lisa Latimer, School Director This day of 2024
iLEAD HYBRID ANTELOPE VALLEY:
Amanda Fischer, CEO This day of 2024
SANTA CLARITA VALLEY INTERNATIONAL:
Martha Spansel, School Director This day of 2024
EMPOWER GENERATIONS:
Sajae Davison, School Director This day of 2024

### Exhibit A

# Scope of Work Performed by Lancaster for

# Agua Dulce, Antelope Valley, and SCVi and School's Responsibilities

Lancaster will be responsible for the following services, to be performed at the schools sites for each of the schools:

- Ensuring compliance with all laws and regulations regarding food service, including all federal, state, and district guidelines for meal services
- Menu planning
- Ordering of all food to be utilized in serving breakfast, lunch, and snack
- Preparation of all food for breakfast, lunch, and snack
- Proper care and maintenance of each school's kitchen and cafeteria equipment
- Financial management of the food service operation, including tracking and paying invoices will be completed by the Food Service Coordinator and back office support.
- Management of all necessary administrative paperwork
- Facilitating all audits required by federal, state, and district entities concerning food service
- Providing meals/catering to the schools when requested and paid for by the school director or designee.

### Lancaster will be responsible for the following:

• The repairs and services of any equipment until end of life that was provided by Lancaster to any school through the Kitchen Infrastructure Funds or the National School Lunch Program funds

Agua Dulce, Antelope Valley and SCVi will be responsible for the following:

- The repairs, services, and replacement of any equipment that was previously purchased or owned by that school.
- Repairs and services to any "fixture" to the school building ie: floors, air conditioning, etc.
- Supervision of learners while eating within the space that the school nutrition program is provided.
- Cleaning of the space where the learners eat while participating in the school nutrition program.
- Payment through an invoice of any meal/catering requested by the school directors or designee.

\*The budget of the National School Lunch Program will be evaluated yearly to determine if the budget, through Lancaster, can sustain the repairs, services and/or replacement of equipment owned by the school. If sustained the MOU will be updated to reflect this.

#### Exhibit B

# Scope of Work Performed by Lancaster for Empower Generations and School's Responsibilities

Lancaster employees will be responsible for the following:

- Menu planning
- Ordering of all food to be utilized in serving breakfast, lunch, and snack
- Preparation of all food for breakfast, lunch, and snack
- Financial management of the food service operation, to include tracking and paying invoices
- Management of all necessary administrative paperwork
- Facilitating all audits required by federal, state, and district entities concerning food service
- Transportation and delivery of meals at no charge to the Empower Generations school site on all regularly scheduled calendared school days.
- Providing meals/catering to the schools when requested and paid for by the school director or designee.

## Empower Generations will be responsible for:

- Maintaining compliance of all regulations regarding food service under all federal, state, and district guidelines
- Management of all necessary administrative paperwork required for on site service, such as meal production records, maintaining proper records for auditing purposes, etc.as required under the National School Lunch Program.
- Proper care and maintenance of the school's kitchen and cafeteria equipment.
- Serving food to learners on the school site at appropriate times and with appropriate and required portions.
- Payment through an invoice of any meal/catering requested by the school directors or designee.



# **Empower Generations**

# 2024-2025 Local Control Accountability Plan



# School at a Glance

## **Learner Outcomes**

## **Lifelong Learner**

**Empathetic Citizen** 

**Authentic Individual** 

**Design Thinker** 



Grades 9-12 84 Learners 11 Staff



43% Students with Disabilities4% English Learners9% Foster Youth83% Socioeconomically Disadvantaged

41% African American 1% American Indian 42% Hispanic/Latino 10% White 7% Two or More Races

# **Highlights**

# **Greatest Progress**

8% increase in graduation rate

13% decrease in high school dropout rate

100% of families feel that the staff creates a culture and community that helps children learn

20% increase in the number of English Learners reclassified



## **Greatest Needs**

Increase the % of learners who meet or exceed on ELA, Math, and Science state testing



Increase enrollment and attendance through field studies, on-campus workshops, social-emotional learning, family engagement, trauma-informed practice

Continue to support graduation rates, college/career readiness and celebrating learner achievement



Local Control Accountability Plan [state plan for funding aligned with metrics and priorities]



# AWAKEN

1. Awaken the leader in everyone through Project-Based Learning, Social-Emotional Learning, and Individualized Learning. Cultivate a thriving school community by providing a safe environment, generating active engagement between the school and its educational partners, and ensuring all learners are ready for postsecondary endeavors.

## BUILD

2. Build Lifelong Learners and Design Thinkers by providing all learners with a rigorous, creative, and broad program to maximize academic achievement as outlined in the school's charter.

## CHAMPION

**3. Champion** Empathetic Citizens and Authentic Individuals who feel safe, supported, and encouraged by their school community.



## **Maintenance Actions**

- **1.1** Maintain Safe, Clean, Welcoming School Facilities
- 1.2 Fund High-Quality Staff
- **1.3** Fund High-Quality Staff Who Bridge Learning Gaps
- **1.4** Inclusively Collaborate with Educational Partners
- **1.5** Prioritize Active Engagement with Educational Partners with a Focus on Unduplicated Pupils
- **2.2** Ensure Access to Standards-Aligned, Tier II and III Instructional Materials
- 2.3 Deliver Effective ELD Programming
- **2.5** Foster a Staff Culture of Excellence through Lifelong Learning
- **3.1** Commit to Proactive and Restorative Discipline Practices and MTSS SEL Support
- **3.2** Provide Access to High-Quality Counseling
- **3.3** Increase Counseling and Services for High-Needs Learners

# **OPP**

## **Improvement Actions**

- **1.6** Promote College and Career Readiness through Individualized Learning
- **1.7** Build Social Capital and Recognize and Celebrate Learner Achievement
- 2.4 Implement MTSS and PBL Instruction and Assessment with Fidelity
- **3.4** Nurture a Safe and Engaging School Environment That Learners Are Excited About

# **Bridging Gaps for Unduplicated Learners:**

- 1.3 Fund High-Quality Staff Who Bridge Learning Gaps
- **1.5** Prioritize Active Engagement with Educational Partners with a Focus on Unduplicated Pupils
- **2.2** Ensure Access to Standards-Aligned, Tier II and III Instructional Materials
- 2.3 Deliver Effective ELD Programming
- **3.4** Increase Counseling and Services for High-Needs Learners

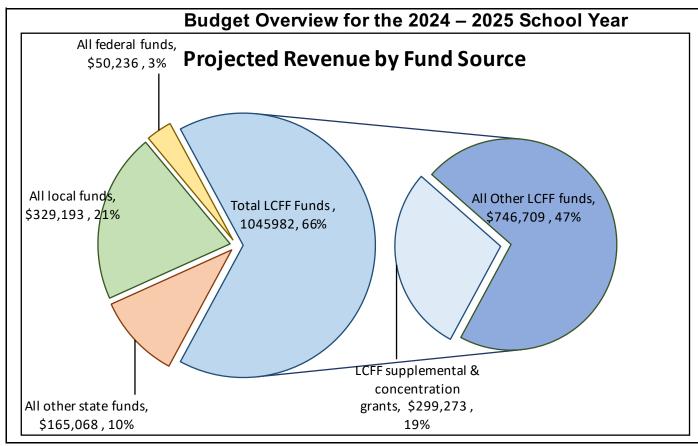
## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: Empower Generations

CDS Code: 19-75309-0134619 School Year: 2024 – 2025

LEA contact information: Sajae Davison. director@empowergenerations.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

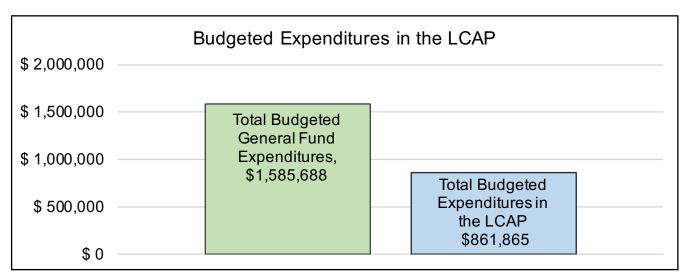


This chart shows the total general purpose revenue Empower Generations expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Empower Generations is \$1,590,478.67, of which \$1,045,982.00 is Local Control Funding Formula (LCFF), \$165,068.17 is other state funds, \$329,193.00 is local funds, and \$50,235.50 is federal funds. Of the \$1,045,982.00 in LCFF Funds, \$299,273.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school district must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

## **LCFF Budget Overview for Parents**



This chart provides a quick summary of how much Empower Generations plans to spend for 2024 – 2025. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Empower Generations plans to spend \$1,585,688.00 for the 2024 – 2025 school year. Of that amount, \$861,865.00 is tied to actions/services in the LCAP and \$723,823.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

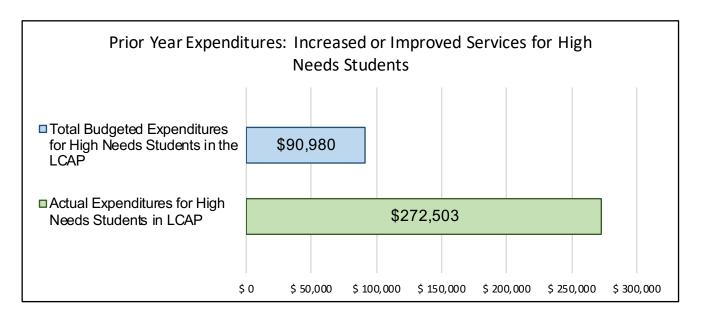
Expenditure not in the LCAP consists of net income designated for economic uncertainties recommended by the district fand other sources such as legal, business services fees, banking, audit and district fees. Some expenditures in the general budget are additionally assigned to other state or local revenue sources not included in this plan, but included in separate plans.

Increased or Improved Services for High Needs Students in the LCAP for the 2024 – 2025 School Year

In 2024 – 2025, Empower Generations is projecting it will receive \$299,273.00 based on the enrollment of foster youth, English learner, and low-income students. Empower Generations must describe how it intends to increase or improve services for high needs students in the LCAP. Empower Generations plans to spend \$272,503.00 towards meeting this requirement, as described in the LCAP. The additional improved services described in the plan include the following:

## **LCFF Budget Overview for Parents**

## Update on Increased or Improved Services for High Needs Students in 2023-2024



This chart compares what Empower Generations budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Empower Generations estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-2024, Empower Generations's LCAP budgeted \$90,980.00 for planned actions to increase or improve services for high needs students. Empower Generation actually spent \$272,503.00 for actions to increase or improve services for high needs students in 2023-2024.

# 2023-2024 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023-2024 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Empower Generations	Sajae Davison Director	director@empowergenerations.org (661) 429-3264

## Goals and Actions

## Goal

Goal #	Description
	Provide optimal conditions of learning through providing basic services, implementation of California Content Standards (CCS), and access to an academic and educational program as outlined in Empower Generation's Charter.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-2024
SARC School Pathways	2019-2020 SARC: Total Teacher Misassignments: .3 EL Misassignments (a percentage of all the classes with English learners taught by teachers that are misassigned): 35.7%	2019-2020 SARC: Total Teacher Misassignments: .3 EL Misassignments (a percentage of all the classes with English learners taught by teachers that are misassigned): 35.7%	Year 2: 2020-2021 SARC: Total Teacher Misassignments: .3 EL Misassignments (a percentage of all the classes with English learners taught by teachers that are misassigned): 35.7%	Year 3: 2021-2022 SARC: Total Teacher Misassignments: .2 EL Misassignments: 65.2%	O Misassignments of Teachers of English Learners O Total Teacher Misassignments
CA School Dashboard Local Indicator	2019 CA School Dashboard Local Indicator: Standard Met 0% Without Access to Standards-Aligned Materials	2019 CA School Dashboard Local Indicator: Standard Met 0% Without Access to Standards-Aligned Materials	2022 CA School Dashboard Local Indicator: Standard Met 0% Without Access to Standards-Aligned Materials	2023 CA School Dashboard Local Indicator: Standard Met 0% Without Access to Standards-Aligned Materials	CA School Dashboard Local Indicator: Standard Met 0% Without Access to Standards-Aligned Materials

SARC	2019-20: The school was rated with a "good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC).	2020-21: The school was rated with a "good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC).	2021-22: The school was rated with a "good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC).	2022-23: The school was rated with a "good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC).	The school will be rated with a "good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC).
CA School Dashboard Local Priority: Implementation of Academic Standards	2019 CA School Dashboard Local Indicator: Implementation of Academic Standards: Standard Met	2019 CA School Dashboard Local Indicator: Implementation of Academic Standards: Standard Met	2022 CA School Dashboard Local Indicator: Implementation of Academic Standards: Standard Met	2023 CA School Dashboard Local Indicator: Implementation of Academic Standards: Standard Met	Implementation of Academic Standards: Standard Met
Professional Learning Attendance	2020-2021: 100% of staff have engaged in professional learning to improve learner outcomes.	2021-2022: 100% of staff have engaged in professional learning to improve learner outcomes.	2022-2023: 100% of staff have engaged in professional learning to improve learner outcomes.	2023-2024: 100% of staff have engaged in professional learning to improve learner outcomes.	100% of staff will have engaged in professional learning to improve learner outcomes.
Panorama	2021: 100% of parents/guardians feel that the staff creates a culture and community that helps children learn.	2022: 82% of parents/guardians feel that the staff creates a culture and community that helps children learn.	2023: 86% of parents/guardians feel that the staff creates a culture and community that helps children learn.	2024: 100% of parents/guardians feel that the staff creates a culture and community that helps children learn.	
CA School Dashboard: College/Career Levels and Measures Report and Data	G measure College Credit Courses: 0% fulfilled the college credit measure	2019 CA School Dashboard: A-G: 46.9% fulfilled the A-G measure College Credit Courses: 0% fulfilled the college credit measure CTE: 0% fulfilled the CTE measure	2022 CA School Dashboard: A-G: 0% fulfilled the A-G measure College Credit Courses: 0% fulfilled the college credit measure CTE: 0% fulfilled the CTE measure	2023 CA School Dashboard: A-G: 0% fulfilled the A-G measure College Credit Courses: 0% fulfilled the college credit measure CTE: 0% fulfilled the CTE measure	A-G: 50% fulfilled the A-G measure College Credit Courses: 1% fulfilled the college credit measure CTE: 1% fulfilled the CTE measure
DataQuest: School Enrollment	Per DataQuest, enrollment was 85 learners during the 2020- 21 school year.	Per DataQuest, enrollment was 92 learners during the 2021- 22 school year.		Per DataQuest, enrollment was 84 learners during the 2023-24 school year.	Increase enrollment to 95 learners.
Paycom	2020-21: 81.25% staff retention rate	2020-21: 81.25% staff retention rate	2021-22: 69.23% staff retention rate	2022-23: 67% staff retention rate	85% staff retention rate

CA School Dashboard Local Indicator: Access to a Broad Course of Study	2019 CA School Dashboard: Access to a Broad Course of Study: Standard Met	2019 CA School Dashboard: Access to a Broad Course of Study: Standard Met	2022 CA School Dashboard: Access to a Broad Course of Study: Standard Met	2023 CA School Dashboard: Access to a Broad Course of Study: Standard Met	Access to a Broad Course of Study: Standard Met
CA School Dashboard: English Learner progress	This data was not available for Empower Generations on the 2019 CA School Dashboard. (less than 11 students)	This data was not available for Empower Generations on the 2019 CA School Dashboard. (less than 11 students)	This data was not available for Empower Generations on the 2022 CA School Dashboard. (less than 11 students)	This data was not available for Empower Generations on the 2023 CA School Dashboard. (less than 11 students)	48.3% of English learners are making progress towards English language proficiency.
Project Design Guide data	2020-21: 50% of staff utilize the project design guide for project planning.	2021-22: 50% of staff utilize the project design guide for project planning.	2022-23: 75% of staff utilize the project design guide for project planning.	2023-24: 100% of staff utilize the project design guide for project planning.	75% of staff utilize the project design guide for project planning.
CA School Dashboard Local Indicator: Basics: Teachers, Instructional Materials, Facilities	2019 CA School Dashboard Local Indicator: Basics: Teachers, Instructional Materials, Facilities: Standard Met	2019 CA School Dashboard Local Indicator: Basics: Teachers, Instructional Materials, Facilities: Standard Met	2022 CA School Dashboard Local Indicator: Basics: Teachers, Instructional Materials, Facilities: Standard Met	2023 CA School Dashboard Local Indicator: Basics: Teachers, Instructional Materials, Facilities: Standard Met	Basics: Teachers, Instructional Materials, Facilities: Standard Met

# Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This goal was efficiently implemented during the 2023-24 school year. All learners had access to curriculum, technology, and a broad course of study. Staff received professional development to improve learner outcomes. There were no substantive differences between planned actions and the actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Some planned funds were reallocated to other state or federal funds. Enrollment and attendance impacted overall budgeted expenditures and estimated actual expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Based on available data, most actions were either improved or met in this goal, and the metrics demonstrate that significant progress toward the goal was achieved Particularly effective actions were 1.2, 1.3, 1.4, 1.5, 1.7, and 1.11, all having met ambitious desired outcomes. Improvement was made on actions 1.6 and 1.9, with the Pandemic impacting the ability to meet desired outcomes set before the pandemic occurred. While desired outcomes were not met on actions 1.1, 1.8, and 1.10, root cause analysis was performed to determine the next steps for the next LCAP cycle. It is worth noting that due to a small staff and small learner population, longitudinal, consistent data is difficult to collect and measure data year to year. Actions will be taken in the next LCAP cycle to measure progress in more accurate and appropriate ways for the school, particularly around recruitment and retention of highly qualified staff and college/career readiness.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Empower Generations has used data, educational partner feedback, root cause analysis, and continuous improvement strategic planning to revamp its 2024-2025 LCAP. While the essence of this broad goal remains, all new goals and actions were written for the upcoming LCAP cycle.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

#### Goal

Goal #	Description
2	Provide all learners with a rigorous, creative, and broad curriculum to maximize academic achievement and college/career readiness.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-2024
CA School Dashboard State Indicator: ELA and Math CAASPP Testing Scores DataQuest: School Dashboard Additional Reports and Data - CAASPP Participation Rates  NWEA MAP CGI Index NWEA MAP Participation Rates	Rate - N/A NWEA MAP Spring 2022 All Students Participation Rate - N/A NWEA MAP Spring 2021	All Students 2019 DataQuest: 60% CAASPP Participation Rate - ELA 50% CAASPP Participation Rate - Math All Students 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available Math: No data available NWEA MAP Spring 2022 All Students Participation Rate - Reading 42.67% NWEA MAP Spring 2022 All Students Participation Rate - Math 61.33%  NWEA MAP Spring 2022 All Students Reading CGI -1.5 NWEA MAP Spring 2022 All Students Math CGI 1.70	Year 2: All Students 2022 DataQuest: 89% CAASPP Participation Rate - ELA 89% CAASPP Participation Rate - Math All Students 2022 CA School Dashboard: CAASPP ELA: 127.2 points below standard (115 points below standard (150.5 points below state) Math: 202.2 points below standard (150.5 points below state) Science (CAST): 6.9% met or exceeded  NWEA MAP Spring 2022 All Students Participation Rate - Reading 74% NWEA MAP Spring 2022 All Students Participation Rate - Math 74%  NWEA MAP Spring 2022 All Students Reading CGI .02 NWEA MAP Spring 2022 All Students Reading CGI .02 NWEA MAP Spring 2022 All Students Math CGI .5	All Students 2023 DataQuest:  79% CAASPP Participation Rate - ELA 87% CAASPP Participation Rate - Math All Students 2022 CA School Dashboard: CAASPP ELA: 130.5 points below standard Math: 211 points below standard NWEA MAP 2024 Fall to Spring Conditional Growth Index: Math 0.33 Reading 0.19	95% CAASPP Participation ELA & Math CAASPP: At or above state level CAST: At or above state level All Students NWEA MAP: 95% Participation ELA & Math All Students NWEA MAP Reading CGI 0 All Students: Maintain NWEA MAP Math CGI greater than 0
CA School Dashboard State Indicator: College and Career Indicator	2019 CA School Dashboard: 3.1% of all students graduated as prepared (increased 3.1%/no color)	2019 CA School Dashboard: 3.1% of all students graduated as prepared (increased 3.1%/no color)	2022 CA School Dashboard: Data not released this year due to COVID	2023 CA School Dashboard: 0% prepared	12% of all students will graduate as prepared.
EL Learners: CA School Dashboard State Indicator: ELA and	EL Learners 2019 DataQuest: 60% CAASPP Participation Rate - ELA	EL Learners 2019 DataQuest: 60% CAASPP Participation Rate - ELA	EL Learners 2022 DataQuest: CAASPP Participation Rate - ELA: No data	EL Learners 2023 DataQuest: CAASPP Participation Rate - ELA: No data published	95% CAASPP Participation - ELA & Math CAASPP: At or above state level

Math CAASPP Testing Scores DataQuest: School Dashboard Additional Reports and Data - CAASPP Participation Rates  CA School Dashboard State Indicator: College and Career Indicator	60% CAASPP Participation Rate - Math  EL Learners 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available 2019 CA School Dashboard State Indicator: College and Career Indicator No data available	60% CAASPP Participation Rate - Math  EL Learners 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available 2019 CA School Dashboard State Indicator: College and Career Indicator No data available	published CAASPP Participation Rate - Math: No data published  EL Learners 2022 CA School Dashboard: CAASPP ELA: No data available Math: No data available 2022 CA School Dashboard State Indicator: College and Career Indicator No data available	CAASPP Participation Rate - Math: No data published EL Learners 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available 2019 CA School Dashboard State Indicator: College and Career Indicator No data available	CA School Dashboard: College/Career: The school will set the desired outcome once baseline data is available.
Socioeconomically Disadvantaged: CA School Dashboard State Indicator: ELA and Math CAASPP Testing Scores DataQuest: School Dashboard Additional Reports and Data - CAASPP Participation Rates CA School Dashboard State Indicator: College and Career Indicator	Disadvantaged 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available	Socioeconomically Disadvantaged 2019 DataQuest: 60% CAASPP Participation Rate - ELA 50% CAASPP Participation Rate - Math Socioeconomically Disadvantaged 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available 2019 CA School Dashboard: 3.2% of socioeconomically disadvantaged graduated as prepared	Year 2: Socioeconomically Disadvantaged 2019 DataQuest: 85% CAASPP Participation Rate - ELA 85% CAASPP Participation Rate - Math Socioeconomically Disadvantaged 2022 CA School Dashboard: CAASPP ELA: 144.1 points below standard (102.9 points below state) Math: 198.2 points below standard (114.2 points below state)  2022 CA School Dashboard:% learners graduating prepared: No data available due to COVID	Socioeconomically Disadvantaged 2023 DataQuest: 67% CAASPP Participation Rate - ELA 67% CAASPP Participation Rate - Math Socioeconomically Disadvantaged 2023 CA School Dashboard: CAASPP ELA: No data available Math: No data available 2023 CA School Dashboard: No data available	95% CAASPP Participation - ELA & Math CAASPP: At or above state level CA School Dashboard: College/Career - 12% of socioeconomically disadvantaged will graduate as prepared
Foster Youth: CA School Dashboard State Indicator: ELA and Math CAASPP	Foster Youth 2019 DataQuest: 2019 CAASPP ELA Participation Rate: Not Available	Foster Youth 2019 DataQuest: 2019 CAASPP ELA Participation Rate: Not Available	Year 2: Foster Youth 2022 CA School Dashboard: CAASPP 2022 CAASPP ELA	Foster Youth 2023 CA School Dashboard: CAASPP 2023 CAASPP ELA Participation Rate: 50% 2023 CAASPP Math	95% CAASPP Participation - ELA & Math CAASPP: The school will set desired outcome once baseline data is available.

Testing Scores DataQuest: School Dashboard Additional Reports and Data - CAASPP Participation Rates  CA School Dashboard State Indicator: College and Career Indicator	Foster Youth 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available	2019 CAASPP Math Participation Rate: Not Available  Foster Youth 2019 CA School Dashboard: CAASPP ELA: No data available Math: No data available  2019 CA School Dashboard: College/Career: No data available	Participation Rate: Not Available 2022 CAASPP Math Participation Rate: Not Available 2022 CA School Dashboard: College/Career: No data available	Participation Rate: 50% 2023 CA School Dashboard: College/Career: No data available	CA School Dashboard: College/Career: The school will set desired outcome once baseline data is available.
DataQuest: EL Data: Annual Reclassification Counts and Rates	2019-20: 0% reclassification rate	2020-21: 0% reclassification rate	2021-22: Data not yet released by state	2022-23: 20% reclassification rate (internally calculated)	5% reclassification rate
iLEAD Comprehensive Growth Card	Spring 2022 Participation Rates: Facilitators: N/A Learners: N/A Spring 2021 Results: 56% of learners achieved their one or more of their academic ILP goals. 49% of learners achieved one or more of their SEL ILP goals.	their one or more of their academic ILP goals.	Spring 2023 Participation Rates: Facilitators: 100% Learners: 65%  Fall 2022 Results: 51% of learners achieved one or more of their academic ILP goals. 38% of learners achieved one or more of their SEL ILP goals.	Spring 2024 Participation Rates: Facilitators: 80% Learners: N/A Fall 2023 Results: 3% of learners achieved their one or more of their academic ILP goals. 3% of learners achieved one or more of their SEL ILP goals.	
Data Quest: Four- Year Adjusted Cohort Graduation Rate Report	2019-20 DataQuest: 0% earned Golden State Seal Merit Diploma 0% earned Seal of Billiteracy 5.3% met UC/CSU requirements	2020-21 DataQuest: 11.1% earned Golden State Seal Merit Diploma 11.1% earned Seal of Biliteracy 0% met UC/CSU requirements	2021-22 DataQuest: 16.7% earned the Golden State Seal Merit Diploma 0% earned Seal of Biliteracy 0% met UC/CSU requirements	2022-2023 DataQuest: 14.3% earned Golden State Seal Merit Diploma 0% earned Seal of Biliteracy 0% met UC/CSU requirements	13% earned Golden State Seal Merit Diploma 13% earned Seal of Biliteracy 13% met UC/CSU requirements

# Goal Analysis

An analysis of how this goal was carried out in the previous year.

#### A description of any substantive differences in planned actions and actual implementation of these actions.

During the 2023-24 school year, learners were tracked and monitored for academic achievement. The school implemented a new curriculum within the framework of Project-Based Learning and MTSS. Continued professional development and use of strategies to support unduplicated pupils helped staff utilize strategies to support the success of all learners through the model of individualized learning. There were no substantive differences in planned actions and the actual implementation of these actions under goal two.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Some planned funds were reallocated to other state or federal funds. Enrollment and attendance impacted overall budgeted expenditures and estimated actual expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Based on available data, all actions supported progress on this goal. While not all desired outcomes were met, Empower Generations set desired outcomes pre-covid, which provided difficult circumstances to meet desired outcomes. Empower Generations is also a DASS school with a high transiency rate. Many learners transfer in extremely credit deficient and do not stay long enough to see significant academic improvement, making College/Career Indicator data difficult to track in a traditional four-year cohort as well as academic data as measured by CAASPP difficult to use as a sole measure of progress. EL Reclassification rates increased 20%, demonstrating positive progress in ELD programming. Of particular note is the NWEA MAP CGI scores, which demonstrate that on average, learners grew beyond projected academic growth in one year. This indicates that LCAP actions in this area were successful.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Empower Generations has used data, educational partner feedback, root cause analysis, and continuous improvement strategic planning to revamp its 2024-2025 LCAP. While the essence of this broad goal remains, all new goals and actions were written for the upcoming LCAP cycle.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

### Goal

Goal a	Description	
3		ngagement between parents, families, and the school as well as connections with the community, to promote learner communication among all educational partners.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-2024
School Calendar	2020-21: The school held one educational partner meeting/gathering.	2021-22: The school held two educational partner meetings/gatherings.	2022-23: The school held six formal educational partner meetings/gatherings and multiple informal gatherings.	2023-24: The school held more than six formal educational partner meetings/gatherings and multiple informal gatherings.	The school will hold a minimum of three educational partner meetings/gatherings per year.
CA School Dashboard Local Indicator: Parent & Family Engagement	2019 CA School Dashboard Local Indicator: Parent & Family Engagement: Standard Met	2019 CA School Dashboard Local Indicator: Parent & Family Engagement: Standard Met	2022 CA School Dashboard Local Indicator: Parent & Family Engagement: Standard Met	2023 CA School Dashboard Local Indicator: Parent & Family Engagement: Standard Met	Parent & Family Engagement: Standard Met
EG DASS: One Year Graduation Rate CALPADS 8.1b: High School Drop Out Data		EG Dass One Year Graduation Rate 33.3% 2020-21 CALPADS: High School Dropout Rate: 4.7%	EG Four Year Graduation Rate: 30.8% 2021-2022 CALPADS: High School Dropout Rate: 41.7%	2023: Graduation Rate 33.3% High School Dropout Rate: 28.6%	EG Dass One Year Graduation Rate 36% High School Dropout Rate: 2%
EL Learners: Counselor Data CA School Dashboard	EL Learners: EL learners and their families receive additional counseling, socialemotional, and academic support/resources from school staff. 2019 CA School Dashboard: No data available	2021-22: 100% of EL learners and their families received additional counseling, social-emotional, and academic support/resources from school staff. 2019 CA School Dashboard: No data available	2022-23: 100% of EL learners and their families received additional counseling, social-emotional, and academic support/resources from school staff. 2022 CA School Dashboard: No data available for the graduation rate	2023-24: 100% of EL learners and their families received additional counseling, social-emotional, and academic support/resources from school staff. 2023 CA School Dashboard: No data available for the graduation rate	100% of EL learners and their families will receive additional counseling, social-emotional, and academic support/resources from school staff. CA School Dashboard: The graduation rate for EL learners will match the graduation rate for all learners
Foster Youth: Counselor Data CA School Dashboard: Graduation Rate	Foster Youth: Foster youth and their families receive additional counseling, social emotional, and academic support/resources from school staff. 2019 CA School Dashboard: No data	Foster Youth: 2021-22: 100% of foster youth and their families received additional counseling, social emotional, and academic support/resources from school staff. 2019 CA School	Foster Youth: 2022 CA School Dashboard: Graduation rate N/A 100% of foster youth and their families received additional counseling, social emotional, and academic	Foster Youth: 2023 CA School Dashboard: Graduation rate N/A 2023-2024: 100% of foster youth and their families received additional counseling, social emotional, and academic support/resources from	Foster Youth: 100% of foster youth and their families will receive additional counseling, social emotional, and academic support/resources from school staff. CA School Dashboard: Desired outcome will be

	available	Dashboard: No data available	support/resources from school staff.	school staff.	determined once baseline data is available.
Socioeconomically Disadvantaged: Counselor Data CA School Dashboard: Graduation Rate	Socioeconomically Disadvantaged: Socioeconomically disadvantaged and their families receive additional counseling, social emotional, and academic support/resources from school staff. 2019 CA School Dashboard: 48.4% socioeconomically disadvantaged graduated/increased 24.4% (no color)	Socioeconomically Disadvantaged: 2021-22: 100% of socioeconomically disadvantaged and their families received additional counseling, social emotional, and academic support/resources from school staff. 2019 CA School Dashboard: 48.4% socioeconomically disadvantaged graduated/increased 24.4% (no color)	Year 2: Socioeconomically Disadvantaged: 2022 CA School Dashboard: 33.3% of socioeconomically disadvantaged graduated 2022-23: 100% of socioeconomically disadvantaged and their families received additional counseling, social-emotional, and academic support/resources from school staff	Socioeconomically Disadvantaged: 2023 CA School Dashboard: 30% of socioeconomically disadvantaged graduated 2023-24: 100% of socioeconomically disadvantaged and their families received additional counseling, social-emotional, and academic support/resources from school staff	Socioeconomically Disadvantaged: 100% of socioeconomically disadvantaged and their families will receive additional counseling, social emotional, and academic support/resources from school staff. CA School Dashboard: 50% socioeconomically disadvantaged graduated
CA School Dashboard State Indicator: Chronic Absenteeism P Annual Report	2019 CA School Dashboard: No available data on chronic absenteeism. 2019-20 Attendance Rate: 92%	2019 CA School Dashboard: No available data on chronic absenteeism. 2020-21 Attendance Rate: 87%	2022 CA School Dashboard: No available data on chronic absenteeism. 2021-22 Attendance Rate: 75.45%	2023 CA School Dashboard: No available data on chronic absenteeism. 2022-23 Attendance Rate: 69%	Chronic absenteeism: Once data is available on the Dashboard, the school will set goals to improve any chronic absenteeism. Attendance Rate: 90%
CA School Dashboard State Indicator: Suspension Rate DataQuest: Expulsion Rate CA School Dashboard Local Indicator: Local Climate Survey	2019 CA School Dashboard: 0% suspended at least once (blue) 2019-20 Expulsion Rate: 0% 2019 CA School Dashboard Local Indicator: Local Climate Survey: Standard Met	2019 CA School Dashboard: 0% suspended at least once (blue) 2020-21 Expulsion Rate: 0% 2019 CA School Dashboard Local Indicator: Local Climate Survey: Standard Met	2022 CA School Dashboard: 0% suspended at least once 2021-22 Expulsion Rate: 0% 2022 CA School Dashboard Local Indicator: Local Climate Survey: Standard Met	2023 CA School Dashboard: 0% suspended at least once 2022-23 Expulsion Rate: 0% 2023 CA School Dashboard Local Indicator: Local Climate Survey: Standard Met	Maintain less than 1% suspension rate. Expulsion Rate: 0% Local Climate Survey: Standard Met
Panorama Learner Survey	2022 Panorama Learner Survey: 94% positive school-teacher relationships	2022 Panorama Learner Survey: 94% positive school-teacher relationships	2023 Panorama Learner Survey: 91% positive school-teacher relationships	2024 Panorama Learner Survey: 89% positive school- teacher relationships	95% positive school-teacher relationships

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Goal three's emphasis is on community, family, and learner engagement. There were no substantive differences in planned actions and the actual implementation of these actions under goal three. Empower Generations provides many hands-on activities and events that promote learner and family engagement. The results of these endeavors are positive student engagement and school climate.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Some planned funds were reallocated to other state or federal funds. Enrollment and attendance impacted overall budgeted expenditures and estimated actual expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Based on available data, most actions supported progress on this goal. While not all desired outcomes were met, Empower Generations noted that desired outcomes were set pre-covid, which provided difficult circumstances to meet desired outcomes. School climate, family engagement, and counseling services all proved positive in meeting Goal 3. Attendance, graduation rates for socioeconomically disadvantaged youth, and learner engagement metrics did not show prove effective.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Empower Generations has used data, educational partner feedback, root cause analysis, and continuous improvement strategic planning to revamp its 2024-2025 LCAP. While the essence of this broad goal remains, all new goals and actions were written for the upcoming LCAP cycle.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

#### Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at <a href="LCFF@cde.ca.gov">LCFF@cde.ca.gov</a>.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

#### Goals and Actions

#### Goal(s)

#### **Description:**

Copy and paste verbatim from the 2023–24 LCAP.

### **Measuring and Reporting Results**

Copy and paste verbatim from the 2023–24 LCAP.

#### Metric:

Copy and paste verbatim from the 2023–24 LCAP.

#### Baseline:

Copy and paste verbatim from the 2023–24 LCAP.

#### Year 1 Outcome:

Copy and paste verbatim from the 2023–24 LCAP.

#### Year 2 Outcome:

Copy and paste verbatim from the 2023–24 LCAP.

#### Year 3 Outcome:

 When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

#### Desired Outcome for 2023-24:

Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the "Measuring and Reporting Results" part of the Goal.

					Desired Outcome
Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	for Year 3
					(2023–24)
				_	
				Enter information	
Copy and paste	Copy and paste	Copy and paste	Copy and paste	in this box when	Copy and paste
verbatim from the	verbatim from the	verbatim from the	verbatim from the	completing the	verbatim from the
2023–24 LCAP.	2023–24 LCAP.	2023–24 LCAP.	2023–24 LCAP.	2023–24 LCAP	2023–24 LCAP.
	= = = = = : <b>= =</b> :	: <b></b>		Annual Update.	

### **Goal Analysis**

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

• Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

• Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. "Effectiveness" means the degree to which the actions were successful in producing the desired result and "ineffectiveness" means that the actions did not produce any significant or desired result.
  - o In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics

is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

 Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a threeyear period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven
    effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action
    and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education November 2023

# **Local Control and Accountability Plan**

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Empower Generations	Sajae Davison Director	director@empowergenerations.org (661) 429-3264

# **Plan Summary 2024-2025**

## **General Information**

A description of the LEA, its schools, and its students in grades transitional kindergarten-12, as applicable to the LEA.

Empower Generations is a nonclassroom-based, WASC accredited, public charter DASS (Dashboard Alternative School Status) and WIOA school that educates and supports pregnant and parenting teens and at-promise youth in grades 9-12 to meet their individual goals through a whole person, whole family approach. The school, which is based out of Lancaster, California, opened in 2016 to provide pregnant, parenting and at-promise youth a trauma-informed environment to explore and gain confidence in the unique challenge of young parenthood. The school's diverse population mirrors the demographic statistics of teen pregnancy in the Antelope Valley and surrounding areas. During the 2023-24 school year, enrollment was 84 learners.

The mission of Empower Generations is to collaborate with learners in health and wellness, lifelong learning, college and career readiness, and community partnership. Learners become self-directed leaders, problem-solvers, creators, collaborators, innovators, and active community members. We accomplish this through a rigorous, relevant, and attainable education program that blends independent study, community experience, and one-on-one support based on the Common Core Standards. We celebrate and foster learners' individuality and support them in discovering their highest potential in the environment that best suits their needs.

Vision: At Empower Generations, we strive to be a beacon of innovation and creativity, fostering a culture of curiosity and leadership. Our commitment to unlocking the potential of our learners and the communities we serve is unwavering. We believe that by empowering people to become Lifelong learners, Empathetic citizens, Authentic individuals, and Design thinkers, we can create a better future for all.

Empower Generations' core methodology is project-based learning, social-emotional learning, and personalized learning. Through a trauma-sensitive lens, an emphasis on health and wellness, and developing community partnerships, Empower Generations' personalized learning environment provides learners with multiple ways to demonstrate proficiency in the Common Core Standards. The school offers a learner-centered, competency-based approach to education that focuses on project-based learning and social-emotional learning principles while adhering to state standards. Social-Emotional Learning (SEL) is the process through which children and adults understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.

Learner performance and achievement are measured by a variety of summative and formative assessments that are aligned to state standards and reflect proficiency measures required by the California Assessment of Student Performance and Progress (CAASPP). To support instructional decision-making, the school utilizes NWEA MAP (Measures of Academic Progress), an adaptive assessment tool approved by the California Department of Education (CDE), as one of several measures to monitor learner progress throughout the year.

As a DASS school, Empower Generations works with foster, homeless and juvenile youth. The school has established many important partnerships with the community to offer

wrap-around services for social-emotional wellness, engagement and academic achievement. Through the implementation of professional learning on diversity, equity, and inclusion, it is Empower Generations' goal to build engaging educational experiences with a focus on each learner's unique strengths to cultivate a love for learning. School staff works with each learner to develop an individualized learning plan with an emphasis on academic and SEL goals. The staff also incorporates a variety of methods and best practices including professional learning, implementation of intentional teaching strategies, analysis of learner performance data, Multi-Tiered Systems of Support (MTSS), and the revision of instruction as necessary to educate all learners and address the unique needs of English Learners, Students with Disabilities, Socioeconomically Disadvantaged, those experiencing Homelessness, and Foster Youth. At Empower Generations, personalized learning includes supporting English learners with integrated and designated language support during the school day and Students with Disabilities according to the needs of their individualized education plans providing them with the least restrictive environment possible.

Empower Generations' learners will have an awareness of and preparedness for the endless possibilities of their future while meeting rigorous and attainable graduation requirements. Through the guidance of academic counselors, the school continues to prepare its learners for college and career through UC a-g approved coursework, Career Technical Education (CTE) pathways, college credit courses, and WIOA exclusive partnerships for workforce development.

## **Reflections: Annual Performance**

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

During the 2023-2024 school year, the school identified and analyzed successes and challenges from the California Dashboard as part of the continuous improvement cycle.

#### Successes Include:

- -Maintained a suspension rate of 0, showing that restorative practices and alternative methods for proactive discipline are effective
- -10% improvement in the number of teachers without misassignments from 2021 to 2022
- -20% increase in the number of learners reclassified from 2022 to 2023
- -14% increase in the number of parents/guardians who feel that the staff creates a culture and community that helps children learn from 2023 to 2024.
- -100% of English Learners participated in CAASPP testing in 2023
- -8% increase in graduation rate from 2022 to 2023
- -13% decrease in high school dropout rate from 2022 to 2023
- -13% increase in ELA meeting or exceeding standard from 21-22 to 22-23
- -9% increase in Math meeting or exceeding standard from 21-22 to 22-23

#### Areas for Focused Improvement Include:

- -ELA, Math, and CAST scores remain far below standard
- -Decrease in enrollment
- -Little to no improvement in traditional metrics of college/career readiness
- -Socioeconomically disadvantaged learners had a 3% lower graduation than the all learners group
- -Attendance rate decreased 6% from 2022 to 2023

As a single-school LEA that is a DASS (dashboard alternative status) school with a total enrollment of under 100 pupils, the Dashboard shows little to no data, due to protection of privacy. Thus, no Dashboard areas or learner groups show as the lowest performance on the Dashboard.

#### Other highlights from the 2023-2024 school year include:

- -The school implemented new Learner Outcomes, created with educational partner input and aligned to the school's vision, mission, and values
- -The school partnered with the Center for Love and Justice for a year-long focus on aligning project-based learning and individualized learning to 5 equity stances
- -The school welcomed a new director. Sajae Davison brings a wealth of knowledge and skill, a love of the community, and a commitment to upholding the school's vision and mission
- -The school adopted a new curriculum to increase engagement and achievement based on staff and learner listening sessions
- -The school elected a new School Site Council
- -The school earned a Community in Schools grant
- -The school earned a K12 Strong Workforce Program grant for CTE

- -The school celebrated a large graduating class
- -On-campus attendance and engagement was up
- -Many family engagement nights were held

## **Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

As a DASS school, the school is not eligible or requested technical assistance at this time.

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

#### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

#### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

#### Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

# **Engaging Educational Partners**

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Students/Learners	-Annual Panorama survey -Semi-annual Learner Outcome survey -Listening sessions -Student leadership -Board meetings
Parents/Families	-Annual Panorama survey -Listening sessions -iSUPPORT meetings -School Site Council -Board meetings
Staff	-Annual Panorama survey -Listening sessions -iSUPPORT meetings -School Site Council -Board meetings -Individual learning plans
Board	-Monthly Board meetings -Annual Board training
Community	-Monthly board meetings -CTE advisory committees -School Site Council
School Leadership	-Annual Survey -Monthly School Director Collab -Monthly Operations Collab -Individual Learning Plan -Continous Improvement Cycle Strategic Meetings

#### A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

As a school of choice, serving the community and the school's educational partners is a vital component of school strategy and operations. The school is committed to the meaningful engagement of its educational partners in the development of the LCAP and is an organic, ongoing process as part of the school's continuous improvement cycle.

Annually, feedback from families, learners, community members, board members, learners staff, and leadership is utilized to evaluate program effectiveness and address the state priorities. Upon careful examination of the input received actions and spending under the school's three goals were maintained, expanded, or modified to further learner achievement and continue the development of program offerings.

During the school year, monthly iSUPPORT meetings were held to provide opportunities for school staff and families to connect regarding the school program. Informal feedback was also received by families through attendance at schoolwide events. Additionally, monthly EL collaborations with the EL coordinators across iLEAD California provided the opportunity for sharing ideas gathered from facilitator and family feedback on how to improve the English learner program.

Twice, learners and staff completed the Panorama Learner Outcome Survey, a measure of learner growth in the Schoolwide Learner Outcomes and their progress toward academic and social-emotional goals. Additionally, staff and leadership meetings were held monthly to discuss the program, learner progress, and gather/reflect on suggestions for improvements. Parent, staff, and learner surveys regarding aspects of the program were sent in the spring to solicit feedback. These surveys addressed specific aspects of the LCAP (the eight state priorities for the creation of potential action steps). Various learner clubs allowed opportunities for discussion and feedback.

Monthly board meetings were held with the opportunity for anyone from the public to attend (including staff, parents, and learners) and provide public comment.

In the first year of the development of the new local control and accountability plan, feedback from our educational partners was used to develop the goals and actions as well as to continue to prioritize and align spending to actions/metrics. Specifically, feedback came from annual Panorama surveys from families, staff, and learners. Listening sessions with staff, parents, and students were also conducted throughout the year with the new school director.

From survey and listening feedback, the school found that low attendance rates (69% in 2022-2023) were due to workshop structure and lack of engagement on campus. Therefore, the development of action 3.4 will address the feedback and result in increased attendance.

It was also discovered that barriers to transportation prevented foster youth from coming to campus, so funding was prioritized to ensure foster youth had reliable transportation to campus.

Listening sessions with English Learners validated continued funding in action 1.2 to increase services for English Learners with high-quality staff for extra support.

Lastly, listening sessions, data analysis of NWEA MAP scores and CAASPP scores, and root cause analysis with credentialed staff led to funding prioritization for new evidence-based curriculum. Funding for new curriculum/software will be prioritized as well as social-emotional learning and small group workshops/individual support as part of the program structure.

## **Goals and Actions**

## Goal

Goal # Description	Ty	ype of Goal
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1	Awaken the leader in everyone through Project-Based Learning, Social-Emotional	Broad Goal
	Learning, and Individualized Learning. Cultivate a thriving school community by	
	providing a safe environment, generating active engagement between the school	
	and its educational partners, and ensuring all learners are ready for postsecondary	
	endeavors.	

#### State priorities address by this goal.

1, 3, 4, 8

#### An explanation of why the LEA has developed this goal.

Goal 1 is a call to action to AWAKEN the leader in all by gathering all educational partners together around the school's iLEAD methodology and vision/mission. Goal 1 is a broad goal and was developed to address state priorities one, three, four, and eight. Data from the California Dashboard, local indicators, and community input were used to develop the goal and actions. This broad goal aims to ensure that every learner is entitled to optimal and equitable conditions of learning by providing basic services as outlined in the school's charter. As a school of choice, it is essential that the school act as the heart of the community it serves, ensuring that industry partners, community partners, families, learners, and staff collaborate to maintain a program that ultimately leads to college/career readiness and well-rounded individuals who have the skills to achieve their goals. Actions in this goal ensure the foundational building blocks of a strong school culture adhere to the school's program as outlined in its charter. Metrics were intentionally selected to support accountability of spending and actions to meet the goal. While most actions in this goal are maintenance actions, this ensures continued prioritization of identified evidence-based initiatives and programs important to the school community.

- Actions in this goal will support success in:
- -Clean, safe facilities
- -Highly qualified staff
- -Access to standards-aligned curriculum
- -Family/community input in the strategic direction of the school
- -College/career readiness

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Facilities: Facility Inspections	2023-24: The school was rated with a "good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC)			Maintain good" status as measured by the Facility Inspections Tools (FIT) on the School Accountability Report Card (SARC)	

2	of Teachers of	SARC 2021-2022: Teachers without Credentials and Misassignments: .2 Misassignments for ELs: 65.2%			Teachers without Credentials and Misassignments: 1 or less Misassignments for ELs: 0%	
3	-	2024 Local Indicator Survey Rubric: LEA's progress in creating welcoming environments for all families in the community: 4 LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children: 3 LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families: 3 LEA's progress in providing families with information and resources to support student learning and development in the home: 4 LEA's progress in building the capacity of and supporting family members to effectively engage in advisory			4's and 5's on Local Indicator Survey Rubric Questions	
			Page 8 of 3	^		

		groups and decision-making: 3 LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community: 4 LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels: 4			
4	Annual Educational Partner Engagement Opportunities, such as: School Site Council iSUPPORT Annual Panorama Surveys Monthly Board Meetings Other Opportunities (State Priority 3)	2024: 15 Educational Partner Engagement Opportunities Annually		Maintain or increase the number of engagement opportunities	

5	Parental participation in programs for unduplicated pupils (UDPs) and individuals with exceptional needs: Homeless/Foster /EL Liason Outreach FIEP Process (State Priority 3)	2024 Opportunities: 2 programs for parents of UDPs and individuals with exceptional needs		Maintain or increase programs for parents of UDPs and individuals with exceptional needs	
6	Annual Educational Partner Survey: Family Engagement, Perception, and Strategic Input (State Priority 3	Baseline will be established in the 2024/2025 school year		The target will be established in the 2024/2025 school year	
7	Indicator: College and Career Indicator % graduating	2023: 0% graduating prepared and 0% approaching prepared 2023 Socioeconomically Disadvantaged Students: Data not available due to protected privacy		1% graduating prepared and approaching prepared	

8	CA School Dashboard Additional Measures Report: Percentage of graduates who complete a-g requirements (State Priority 4)	2023 CCI: 39% prepared (medium) (4% below state) 9.1% approaching prepared		Increase to and maintain above 50% prepared	
9	CA School Dashboard Additional Measures Report: Percentage of graduates who complete both a-g requirements and CTE pathways (State Priority 4)	2023: 0% graduates who complete both a-g requirements and CTE pathways		.5% graduates who complete both a-g requirements and CTE pathways	
10	CA School Dashboard Additional Reports: Percentage of learners who earn a 3 on an AP exam or 4 on an IB exam (State Priority 4)	2023: AP/IB programming not offered at program		0%-Empower Generations does not offer programming but is legally required to report this metric. Scores from learners who transfer from other schools will be counted toward this metric.	

11	College Career Individual Learning Plan (ILP) Goal: % of learners who meet their self-identified ILP goal from fall to spring annually as measured by credentialed teacher and counselor observation and data on the annual survey. (State Priority 4)	2024: 48% of learners met their self-identified college/career readiness goal		50% of learners will meet their self-identified college/career readiness goal	
12		State Seal of Biliteracy: 0% (4 years of language not offered) Golden State Seal Merit Diploma: 14.3% CTE Completion: 0%		State Seal of Biliteracy: 0% (4 years of language not offered) Golden State Seal Merit Diploma: 7% or greater CTE Completion: 1%	

E	CA School Dashboard Additional Measures Report: College Credit Course Completion (successful completion of 1 or more college courses with a C or higher) (State Priority 4)	2023: 0% college credit course completion		1% college credit course completion	
14 C	CA School Dashboard Additional Measures			Average Credits earned per semester: 15 Workforce Certifications: 5 Work Based Learning: 5 Senior Defense Completions: 90% of graduating seniors	
15 C E E E E E E E E E E E E E E E E E E	CA School	2023: 0% ready and conditionally ready		1% ready and conditionally ready	

## Goal Analysis for 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

## **Actions**

Action #	Title	Description	Total Funds	Contributing
1	1.1 Maintain Safe, Clean, Welcoming School Facilities	The facilities team will ensure all educational partners have clean, safe, innovative spaces that align with the school's vision, mission, learner outcomes, and methodology, which allow high-quality learning to take place.	\$44,504.00	No
2	1.2 Fund High-Quality Staff	Leadership and HR will recruit and retain fully credentialed and appropriately assigned staff to provide high-quality instruction and support for all learners.	\$203,807.00	No
3		Leadership and HR will recruit and retain qualified staff to provide support to English learners, homeless/foster youth, and socioeconomically disadvantaged youth to ensure adequate support to meet academic and SEL goals.	\$24,985.00	Yes
4	1.4 Inclusively Collaborate with Educational Partners	Outreach, leadership, and staff will offer multiple ways for educational partners to engage in and contribute to the school community. Through family groups, volunteer opportunities, family	\$12,388.00	No

		education initiatives, and outreach strategies, the school will ensure that all educational partners are valued and have the opportunity to contribute to the school's vision and mission. The school will also conduct an annual survey for input on the school and its programs as well as collect data from board meetings, School Site Council meetings, iSUPPORT meetings, and ELAC meetings to ensure that educational partners' voices are included in ongoing continous improvement efforts.		
5	Focus on Unduplicated Pupils (repeated	Outreach, leadership, and staff will incorporate multiple ways for educational partners to engage in and contribute to the school community. Through family groups, family education opportunities, volunteer opportunities, family education initiatives, and outreach strategies, the school will ensure that all educational partners are valued and have the opportunity to contribute to the school's vision and mission. The school will also conduct an annual survey for input on the school and its programs as well as collect data from board meetings, School Site Council meetings, iSUPPORT meetings, and other opportunities to ensure that educational partners' voices are included in ongoing continuous improvement efforts.	\$0.00	Yes
6	1.6 Promote College and Career Readiness through Individualized Learning (repeated expenditure, Goal 1, Action 2)	Counselors, leadership, and support staff will ensure high school graduates are college and career-ready based on the Dashboard CCI indicator by offering advanced and A-G classes, college credit courses, State Seal of Biliteracy, and CTE pathways to ensure graduates are prepared for college and career as indicated on the CA School Dashboard and learners' individualized learning plans. Learners will receive personalized counseling and support for college readiness throughout their school career and engage in personalized learning opportunities that allow each learner to set goals and work to meet them.	\$0.00	No
7	1.7 Build Social Capital and Recognize and Celebrate Learner Achievement (repeated expenditure, Goal 3, Action 5)	Counselors and leadership will maximize opportunities for learners to be recognized for achievements that support scholarships, college admissions, and résumé building by earning the Golden State Seal Merit Diploma, the State Seal of Biliteracy, CTE Certificate of Completion, Industry-Recognized Certifications, and/or Senior Portfolio Defenses.	\$0.00	No

## Goal

Goal #	Description	Type of Goal
2	Build Lifelong Learners and Design Thinkers by providing all learners with a rigorous, creative, and broad program to maximize academic achievement as outlined in the school's charter.	Broad Goal

#### State priorities address by this goal.

2, 4, 7

#### An explanation of why the LEA has developed this goal.

Goal 2 focuses on academic excellence and accountability to rigorous academic programming that leads to two of the school's Learner Outcomes: Lifelong Learning and Design Thinking. It addresses state priorities two, four, and seven. This broad goal calls the school community to BUILD a core academic program through multi-tiered systems of support, project-based learning, and strong practices of teaching and learning. This goal calls on our staff to utilize both time-tested and innovative strategies to ensure that all learners meet their growth goals. Data from the California Dashboard, local indicators, and community input were used to develop the goal and actions. This goal goes beyond basic access to core programming. Rather, its metrics and actions ensure individualized learning and support for both learners and staff so that they may set and attain their individual learning goals as well as make progress toward mastery of state standards and California Teaching Performance Expectations. Actions in this goal ensure that curriculum, instruction, and assessment in addition to staff development are prioritized in school spending. Metrics are curated to balance external data sources with internal data to show the whole picture in measuring academic performance.

Actions in this goal will support success in:

- -Learner achievement in ELA, Math, Science
- -Staff development in implementing evidence-based best practices in alignment with the vision, mission, and values of the school
- -Multi-Tiered Systems of Support and implementation of project-based learning
- -English language development (ELD)

Metric # N	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
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1		2024 Dashboard Local Indicator Survey Rubric Priority 2B: Access to standards-aligned instructional materials: ELA: 3 ELD: 4 Math:3 Next Generation Science Standards: 3 History-Social Science: 3		4's and 5's in all content areas	
2	Implementation of state standards through Professional Development and coaching: number of dedicated staff professional development/w ork days annually (State Priority 2)	2023: 22 dedicated staff professional development/work days annually		Maintain at least 22 dedicated staff professional development/work days annually	
3	Annual Panorma Staff Survey: Professional Development (State Priority 2)	Baseline will be established in the 2024/2025 school year		The desired outcome will be established in the 2024/2025 school year	

4	Indicator Survey Rubric Priority 2C Local Indicator Survey: Priority 2C -	2024 Local Indicator Survey Rubric Priority 2C: ELA: 4 ELD: 4 Math: 4 Next Generation Science Standards: 4 History-Social Science: 4		Maintain 4's and 5's in each content area	
5	Language Arts	2023 CAASPP All Students: 77% participation rate 130.5 points below standard (no color) 117 points below state  Socioeconomically Disadvantaged Learners 2023 CAASPP: 63% participation rate No score data available (less than 11 scores-data protected for privacy)		Increase participation by 2% annually and scores 2 points annually for all students	

6	CA Dashboard Indicator: CAASPP Mathematics (State Priority 4)	2023 CAASPP Math All Students: 79% participation rate 211 points below standard (no color) 161.9 points below state Declined 8.8 points  Socioeconomically Disadvantaged Learners 2023 CAASPP: 67% participation rate no score data available		Increase participation by 2% annually and scores 2 points annually for all students	
7	California Science Test: CAST (State Priority 4)	2023 CAST: 6.25% met or exceeded		Increase 5%	
8	of Academic	2024 Fall to Spring Conditional Growth Index: Math 0.33 Reading 0.19		Maintain at or above2	
9	CA School Dashboard: English Learners who make progress toward English Proficiency (ELPAC) (State Priority 4)	2023 Dashboard less than 11 learners (no color/score)		The target will be established should data be made available	

10	English Learner Individual Learning Plan (ILP) Goal: % of English Learners who meet their self-identified ILP goal from fall to spring annually as measured by credentialed teacher observation and data on the annual survey. (State Priority 4)	2024: 55% of English Learners met their self- identified ELD goal		60% of learners will meet their self-identified ELD goal	
11		2023 Internally Calculated: 20% of English Learners Reclassified		Maintain at or above 20% reclassification rate	
12	Access to and enrollment in a broad course of study internally measured: AP/IB Offerings CTE Offerings VAPA Offerings World Language Offerings College Credit Course Enrollment (State Priority 7)	World Language Offerings: 4 College Credit Course Enrollment: 0		Maintain or increase # of offerings Increase College Credit Course Enrollment to 10	

13	Academic Individual Learning Plan (ILP) Goal: % of learners who meet their self- identified ILP academic goal from fall to spring annually as measured by credentialed teacher observation and data on the annual survey. (State Priority 4)	2024: 55% of learners met their self-identified academic goal		learners will meet If-identified academic
14	Extracurricular Opportunities Offered (State Priority 7)	2024: 3 extra curricular opportunities offered annually	Maintaii opportu	n at or above 3 inities

# Goal Analysis for 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1	2.1 Ensure Access to Standards-Aligned, Tier I Instructional Materials	Leadership and certificated staff will ensure that all learners have access to and are engaged with standards-aligned, Tier I instructional materials including technology, paper and/or digital curriculum as appropriate, and other instructional materials as needed to support academic achievement.	\$12,918.00	No
2	2.2 Ensure Access to Standards-Aligned, Tier II and III Instructional Materials	Leadership, certificated staff, and support staff will ensure that all learners have access to standards-aligned instructional materials including technology, paper and/or digital curriculum as appropriate, and other instructional materials as needed that remove barriers to learning and support academic achievement.	\$6,225.00	Yes
3	2.3 Deliver Effective ELD Programming	The EL Coordinator and school staff will apply professional learning, data, and resources to provide English learners with support for academic achievement through designated and integrated ELD instruction, monitoring and data protocol, ongoing professional development and support, engagement of families of English learners through ELAC, and other evidence-based strategies.	\$36,505.00	Yes
4	2.4 Implement MTSS and PBL Instruction and Assessment with Fidelity	Certificated staff will utilize strong project-based learning and multi-tiered systems of support for ELA, Math, and Science to maximize academic achievement.	\$94,243.00	No
5	2.5 Foster a Staff Culture of Excellence through Lifelong Learning	All staff will engage in a variety of professional development activities that enhance the iLEAD methodology, equity, California Content Standards, and California Standards for the Teaching Profession to increase the effectiveness of instruction to all learners.	\$5,348.00	No

#### Goal

Goal #	Description	Type of Goal
3		Broad Goal
	and encouraged by their school community.	

#### State priorities address by this goal.

5, 6

#### An explanation of why the LEA has developed this goal.

Goal 3 recognizes the whole child and the importance of whole-child education. This broad goal calls on the learning community to CHAMPION each learner in a village mentality of raising the leaders of tomorrow. Addressing state priorities five and six, this goal ensures the development of Authentic Individuals and Empathetic Citizens, two of the school's Learner Outcomes. Data from the California Dashboard, local indicators, and community input were used to develop the goal and actions in addition to local, state, and national trends in school attendance, mental health, and evidence connecting student wellbeing and student achievement. Through evidence-based social-emotional learning, a commitment to individualized learning, and programming that engages today's youth, actions in this goal make a clear connection to success on critical metrics on the California Dashboard in addition to internal metrics.

Actions in this goal will support success in:

- -Attendance and chronic absenteeism
- -Graduation rates and dropout rates
- -Suspension and expulsion rates
- -Learner safety, connection, and wellbeing
- -Personalized/individualized learning

# **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	CA School Dashboard: Suspension Rate (State Priority 6)	2023: 0% Suspended			Maintain below 1%	
2	CA School Dashboard: Expulsion Rate (State Priority 6)	2023: 0% Expelled			Maintain below 1%	

3	Annual	Baseline will be	Target will be established in	1
	Educational Partner Survey: Student Perception of School Safety and Connectedness (State Priority 6)	established in the 2024/2025 school year	the 2024/2025 school year	
4	CALPADS Attendance Rates (State Priority 5)	2022-2023 Attendance Rate: 69%	Increase 10%	
5	CA School Dashboard: Chronic Absenteeism (State Priority 5)	2023 Dashboard DASS School — not included in Dashboard	Target will be established should data be made available	
6	CALPADS: Middle and High School Dropout Rate (State Priority 5)	2022-2023: 28.6% Dropout Rate	Maintain or decrease	
7		2023 All Student: 4 year 2022-2023: 33.3% 5 year 2022-2023 41.7% Socioeconomically Disadvantaged Learners 2023 4-year Graduation Rate: 30%	4 year: Increase 5% in thre years 5 year: Increase 1% in thre years	

8	Individual (SEL) Learning Plan (ILP) Goal: % of learners who meet their self- identified ILP SEL goal from fall to spring annually as measured by credentialed teacher	2024: 64% of learners met their self-identified SEL goal		69% of learners will meet their self-identified SEL goal	
	teacher observation and				
	data on the				
	annual survey. (State Priority 6)				

# Goal Analysis for 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

# **Actions**

Action #	Title	Description	Total Funds	Contributing
1	3.1 Commit to Proactive and Restorative Discipline Practices and Implement Multi-Tiered Systems of SEL Support	Leadership and Learning Support will provide training, resources, and support for all staff to utilize \$1 Love and Logic, 7 Habits, and Restorative Practices through a trauma-informed lens to support a safe, positive, and restorative learning environment where discipline is used as an effective tool in developing self-efficacy and resilience in all learners. Using MTSS, the school will provide training, resources, and supports to counselors, staff, families, and learners so that all learners have access to appropriate SEL systems and strategies to support mental health, safety, and well-being. All learners will have access to high-quality counseling and resources to enforce a high standard of excellence.		No
2	Provide Access to High- Quality Counseling (repeated expenditure, Goal 1, Action 2)	School staff will provide academic counseling and resources to promote a high four-year graduation rate while also lowering the school's dropout rate.	\$0.00	No
3	Increase and Improve Counseling and Services for High-Needs Learners	Leadership will ensure increased access and improved services for English learners, homeless youth, foster youth, and socioeconomically disadvantaged youth to increase SEL, graduation rates, and access to additional services needed that remove barriers to learning.	\$231,558.00	Yes
4	Nurture a Safe and Engaging School Environment That Learners Are Excited About	All staff will personalize learning and ensure that all learners have opportunities to feel engaged in whole-child education. The school will provide events, extracurricular offerings, leadership opportunities, and meet the community needs as indicated through educational partner feedback to support engagement. Re-engagement and support systems will be implemented to support families in meeting high attendance expectations.	\$65,454.00	No

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2024-2025

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$299,273.00	\$32,041.00

#### Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
38.43%	0.00%	\$0.00	38.43%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

### **Required Descriptions**

#### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 Action 3	83% of Empower Generations' total student population falls in an unduplicated group of English Learners, foster, homeless, or socioeconomically disadvantaged. 2023 CAASPP ELA and Math and CAST scores were well below state average and state standard, learners report adverse childhood experiences and meet Dashboard Alternative School Status, and report that small ratios and in-person support are important factors in their success.	The school will continue to fund classified support staff and additional credentialed staff to better support the needs listed above. The high-quality staff allows for the implementation of multi-tiered systems of support for academic intervention and social-emotional support. Small groups, individual tutoring, team teaching, and additional 1:1 meeting time with learners and families provide a safety net of additional support using evidence-based strategies that lead to increased engagement and academic achievement.  These actions are being provided on a school-wide basis because all learners can benefit from additional staffing and support and 83% of the total population is identified as having high needs.	Success will be tracked through SARC teacher assignment data, annual surveys, and monthly observation and discussion in leadership and operations meetings. (Metric 1.1 and 1.6)
Goal 1, Action 5	83% of the school's population falls under an unduplicated group, 42% of learners are Hispanic/Latino, 4% of learners are English Learners, and over 70% of the school's population meets a DASS criteria. Through listening sessions and Panorama surveys, many families report a need for wrap-around services and extra support in the school-to-home connection. This data shows the need for a trauma-informed, culturally competent approach that engages the whole community in learner success.	The school will prioritize funding to increase/improve services through leadership and office support to provide culturally competent, trauma-informed family support and engagement. The school will also provide family engagement sessions and community partnership opportunities to ensure the school-home connection supports achievement and well-being. And lastly, family communications in the home language as requested, and systems for strong school-to-home communication appropriate for the learning and general community.  These actions are being provided on a school-wide basis because all learners benefit from culturally responsive, trauma-informed practices that bridge the school-to-home connection and engage the whole family in learning as 83% of the total population is identified as having high needs.	Success will be tracked through parent engagement opportunities, Dashboard local indicator survey rubrics, annual surveys, and monthly observation and discussion in leadership and operations meetings.

Goal 2, Action 2	Most learners at Empower Generations transfer into the school severely credit deficient, having failed one or more classes in the past. CAASPP ELA and Math scores and CAST scores are low.	Through root cause analysis, more curriculum and materials that support MTSS Tier II and III is needed to support highneeds learners. The team has completed root cause analysis and research to identify and will purchase and implement culturally-competent and evidence-based resources for small group and individual instruction/assessment to promote growth and achievement in California State Standards.  These actions are being provided on a school-wide basis because all struggling learners can benefit from MTSS. While 83% of Empower's students are categorized as high-needs, MTSS groupings and resources provide personalized support for each individual learner to help them meet their needs. It is impossible to implement an MTSS program with fidelity for only some student groups, and therefore, this action is schoolwide.	Success will be tracked through NWEA MAP scores, CAASPP and CAST scores, annual surveys, and monthly observation and discussion in leadership and operations meetings. (Metrics 2.4, 2.5, 2.6, 2.7, 2.8)
Goal 3, Action 4	Graduation rates for socioeconomically disadvantaged learners was 3% lower than the all student subgroup. Additionally, attendance rates are low.	The school will continue to increase counseling services for high-needs learners (socioeconomically disadvantaged, English Learners, socioeconomically disadvantaged learners) has been proven to increase attendance rates and graduation rates. Additionally, listening sessions with learners indicated a need for more social-emotional support, As a non-classroom-based school, facilities provide additional services for high-needs learners not typical in an independent study model. Facilities designed with trauma-informed principles in mind provide additional space and resources to increase additional social-emotional services and counseling.	Success will be tracked through attendance data, graduation rate, dropout rates, annual surveys, and monthly observation and discussion in leadership and operations meetings. (Metrics 2.3, 2.4, 2.6, 2.7, 2.8)

#### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #(s)	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 2, Action 3	While 20% of Empower Generations' English Learners were reclassified in 2022-2023, historically, the school has low rates of reclassification. There is a strong need to deliver ongoing, effective ELD programming and instruction.	families and community, provide professional development for	Success will be tracked through reclassification data, annual surveys, and monthly observation and discussion in leadership and operations meetings. Should more than 11 students test in ELPAC, progress toward English proficiency as reported on the California Dashboard will also be included as a metric. (Metric 2.10)

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

N/A

### Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Additional concentration grant add-on funding will be used to increase and retain the number of high-quality staff that support MTSS instruction and social-emotional support to students at the school (single-school LEA).

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A-Single-School LEA/Charter	N/A-Single-School LEA/Charter
Staff-to-student ratio of certificated staff providing direct services to students	N/A-Single-School LEA/Charter	N/A-Single-School LEA/Charter

# **Action Tables**

# **2024-2025 Total Planned Expenditures Table**

LCAP Year (Input)	Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	
2024-2025	\$778,750.00	\$299,273.00	38.43%	0.00%	38.43%	

Totals:	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals:	\$861,865.00	\$0.00	\$0.00	\$0.00	\$861,865.00	\$471,363.00	\$390,502.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non- personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1	1.1 Maintain Safe, Clean, Welcoming School Facilities	All	No				Ongoing	\$36,904	\$7,600	\$44,504	\$0	\$0	\$0	\$44,504	0.00%
1	2	1.2 Fund High-Quality Staff	All	No				Ongoing	\$203,807	\$0	\$203,807	\$0	\$0	\$0	\$203,807	0.00%
1	3	1.3 Fund High-Quality Staff Who Bridge Learning Gaps	All	Yes	Schoolw ide	English learner (EL), Foster Youth, Low Income	All Schools	Ongoing	\$24,985	\$0	\$24,985	\$0	\$0	\$0	\$24,985	0.00%
1	4	1.4 Inclusively Collaborate with Educational Partners	All	No					\$0	\$12,388	\$12,388	\$0	\$0	\$0	\$12,388	0.00%
1	5	1.5 Prioritize Active Engagement with Educational Partners with a Focus on Unduplicated Pupils (repeated expenditure, Goal 1, Action 3)	Student with Disabilities (SWD)	Yes	Schoolw ide	Low Income, English learner (EL), Foster Youth	All Schools	Ongoing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1	6	1.6 Promote College and Career Readiness through Individualized Learning (repeated expenditure, Goal 1, Action 2)	Low Income, All	No				Ongoing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
1	7	1.7 Build Social Capital and Recognize and Celebrate Learner Achievement (repeated expenditure, Goal 3, Action 5)		No				Ongoing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
2	1	2.1 Ensure Access to Standards-Aligned, Tier I Instructional Materials	All	No				Ongoing	\$0	\$12,918	\$12,918	\$0	\$0	\$0	\$12,918	0.00%

2	2	2.2 Ensure Access to Standards-Aligned, Tier II and III Instructional Materials	All	Yes	Schoolw ide	Low Income, Foster Youth, English learner (EL)	All Schools	Ongoing	\$0	\$6,225	\$6,225	\$0	\$0	\$0	\$6,225	0.00%
2	3	2.3 Deliver Effective ELD Programming	English learner (EL), Long-term English learner	Yes	Limited	English learner (EL)	All Schools	Ongoing	\$0	\$36,505	\$36,505	\$0	\$0	\$0	\$36,505	0.00%
2	4	2.4 Implement MTSS and PBL Instruction and Assessment with Fidelity	All, Low Income	No				Ongoing	\$0	\$94,243	\$94,243	\$0	\$0	\$0	\$94,243	0.00%
2	5	2.5 Foster a Staff Culture of Excellence through Lifelong Learning	All	No				Ongoing	\$0	\$5,348	\$5,348	\$0	\$0	\$0	\$5,348	0.00%
3	1	3.1 Commit to Proactive and Restorative Discipline Practices and Implement Multi- Tiered Systems of SEL Support	All	No					\$123,930	\$0	\$123,930	\$0	\$0	\$0	\$123,930	0.00%
3	2	Provide Access to High-Quality Counseling (repeated expenditure, Goal 1, Action 2)	All, Low Income	No				Ongoing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
3	3	Increase and Improve Counseling and Services for High-Needs Learners	All	Yes	Schoolw ide	Low Income, Foster Youth, English learner (EL)	All Schools	Ongoing	\$31,817	\$199,741	\$231,558	\$0	\$0	\$0	\$231,558	0.00%
3	4	Nurture a Safe and Engaging School Environment That Learners Are Excited About	All	No				Ongoing	\$49,920	\$15,534	\$65,454	\$0	\$0	\$0	\$65,454	0.00%

# **2024-2025 Contributing Actions Table**

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)		Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	(LCFF Funds)	5.Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)		Total LCFF Funds
\$778,750.00	\$299,273.00	38.43%	0.00% - No Carryover	38.43%	\$299,273.00	0.00%	38.43%	Total:	\$299,273.00
								<b>LEA-wide Total:</b>	

Limited Total: \$36,505.00

Schoolwide Total: \$262,768.00

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions(LCFF Funds)	Planned Percentage of Improved Services (%)
1	3	1.3 Fund High-Quality Staff Who Bridge Learning Gaps	Yes	Schoolwide	English learner (EL), Foster Youth, Low Income	All Schools	\$24,985.00	0.00%
1	5	1.5 Prioritize Active Engagement with Educational Partners with a Focus on Unduplicated Pupils (repeated expenditure, Goal 1, Action 3)	Yes	Schoolwide	Low Income, English learner (EL), Foster Youth	All Schools	\$0.00	0.00%
2	2	2.2 Ensure Access to Standards-Aligned, Tier II and III Instructional Materials	Yes	Schoolwide	Low Income, Foster Youth, English learner (EL)	All Schools	\$6,225.00	0.00%
2	3	2.3 Deliver Effective ELD Programming	Yes	Limited	English learner (EL)	All Schools	\$36,505.00	0.00%
3	3	Increase and Improve Counseling and Services for High- Needs Learners	Yes	Schoolwide	Low Income, Foster Youth, English learner (EL)	All Schools	\$231,558.00	0.00%

# 2023-2024 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$855,926.00	\$610,185.00

Last Year's Goal#	Last Year's Action#	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Fully Credentialed and Appropriately Assigned Staff	No	\$451,851.00	\$206,899.00
1	2	High Needs Support Team	Yes	\$75,195.00	\$144,616.00
1	3	Access to Standards-Aligned Instructional Materials	No	\$7,919.00	\$11,455.00
1	4	School Facilities	No	\$189,213.00	\$66,571.00
1	5	Curriculum Offerings and Implementation of State Standards (repeated expenditure, Goal 1, Action 3)	No	\$0.00	\$0.00
1	6	ELD Implementation of State Standards (repeated expenditure, Goal 1, Action 2)	Yes	\$0.00	\$4,545.00
1	7	Professional Learning	No	\$101,250.00	\$4,581.00
1	8	Staff Recruitment and Retention	No	\$2,500.00	\$2,500.00
1	9	Learner Outreach and Retention (repeated expenditure, Goal 1, Action 8)	No	\$0.00	\$0.00
1	10	High School Course Access (repeated expenditure, Goal 1, Action 3)	No	\$0.00	\$0.00
1	11	Multi-Tiered Systems of Support (repeated expenditure, Goal 1, Action 3)	No	\$0.00	\$0.00
2	1	Student Achievement (repeated expenditure, Goal	No	\$0.00	\$15,000.00

		1, Action 1)			
2	2	College and Career Readiness (repeated expenditure, Goal 1, Action 1)	No	\$0.00	\$0.00
2	3	EL Learner Achievement	Yes	\$15,785.00	\$5,074.00
2	4	Socioeconomically Disadvantaged Achievement (repeated expenditure, Goal 1, Action 6)	Yes	\$0.00	\$109,574.00
2	5	Foster/Homeless Youth Achievement (repeated expenditure, Goal 1, Action 6)	Yes	\$0.00	\$0.00
2	6	EL Reclassification (repeated expenditure, Goal 1, Action 6)	Yes	\$0.00	\$0.00
2	7	Individual Learning Plan (ILP) (repeated expenditure, Goal 1, Action 3)	No	\$0.00	\$0.00
2	8	Other High School Outcomes (repeated expenditure, Goal 1, Action 3)	No	\$0.00	\$0.00
3	1	Educational Partners (repeated expenditure, Goal 3, Action 2)	No	\$0.00	\$0.00
3	2	Family Education (repeated expenditure, Goal 3, Action 1)	No	\$0.00	\$0.00
3	3	Academic Counseling and Support (repeated expenditure, Goal 1, Action 1)	No	\$0.00	\$0.00
3	4	EL Academic Counseling and Support (repeated expenditure, Goal 1, Action 2)	Yes	\$0.00	\$0.00
3	5	Homeless and Foster Youth Academic Counseling and Support (repeated expenditure, Goal 3, Action 4)	Yes	\$0.00	\$0.00
3	6	Socioeconomically Disadvantaged Academic Counseling and Support	Yes	\$0.00	\$8,694.00

		(repeated expenditure, Goal 3, Action 4)			
3	7	School Attendance	No	\$12,213.00	\$11,142.00
3	8	School Climate (repeated expenditure, Goal 3, Action 7)	No	\$0.00	\$12,224.00
3	10	Learner Engagement (repeated expenditure, Goal 3, Action 8)	No	\$0.00	\$7,310.00

# **2023-2024 Contributing Actions Annual Update Table**

6.Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount):	4.Total Planned Contributing Expenditures (LCFF Funds)	7.Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5.Total Planned Percentage of Improved Services (%)	8.Total Estimated Actual Percentage of Improved Services(%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$272,503.00	\$90,980.00	\$272,503.00	(\$181,523.00)	0.00%	0.00%	0.00% - No Difference

Last Year's Goal#	Last Year's Action#	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions(Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services(Input Percentage)
1	2	High Needs Support Team	Yes	\$75,195.00	\$144,616.00	0.00%	0.00%
1	6	ELD Implementation of State Standards (repeated expenditure, Goal 1, Action 2)	Yes	\$0.00	\$4,545.00	0.00%	0.00%
2	3	EL Learner Achievement	Yes	\$15,785.00	\$5,074.00	0.00%	0.00%
2	4	Socioeconomically Disadvantaged Achievement (repeated expenditure, Goal 1, Action 6)	Yes	\$0.00	\$109,574.00	0.00%	0.00%
2	5	Foster/Homeless Youth Achievement (repeated expenditure, Goal 1, Action 6)	Yes	\$0.00	\$0.00	0.00%	0.00%
2	6	EL Reclassification (repeated expenditure, Goal 1, Action 6)	Yes	\$0.00	\$0.00	0.00%	0.00%
3	4	EL Academic Counseling and Support (repeated expenditure, Goal 1, Action 2)	Yes	\$0.00	\$0.00	0.00%	0.00%
3	5	Homeless and Foster Youth Academic Counseling and Support (repeated expenditure, Goal 3, Action 4)	Yes	\$0.00	\$0.00	0.00%	0.00%
3	6	Socioeconomically Disadvantaged Academic Counseling and Support (repeated expenditure, Goal 3, Action 4)	Yes	\$0.00	\$8,694.00	0.00%	0.00%

# 2023-2024 LCFF Carryover Table

9.Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover – Percentage (Percentage from prior year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	Actual Expenditures for Contributing	Actual Percentage	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	Carryover – Dollar	13. LCFF Carryover – Percentage (12 divided by 9)
\$770,438.00	\$272,503.00	0.00%	35.37%	\$272,503.00	0.00%	35.37%	\$0.00 - No Carryover	0.00% - No Carryover

# **Local Control and Accountability Plan Instructions**

**Plan Summary** 

**Engaging Educational Partners** 

**Goals and Actions** 

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at <a href="LCFF@cde.ca.gov">LCFF@cde.ca.gov</a>.

# **Introduction and Instructions**

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- Comprehensive Strategic Planning: The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- Meaningful Engagement of Educational Partners: The LCAP development process should result in an LCAP that reflects decisions
  made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights
  about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify
  potential goals and actions to be included in the LCAP.
- Accountability and Compliance: The LCAP serves an important accountability function because the nature of some LCAP template
  sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most
  notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
  - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- o Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

# **Plan Summary**

## **Purpose**

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## Requirements and Instructions

#### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

#### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
   and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023
  Dashboard.

#### Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

#### Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

#### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

• Identify the schools within the LEA that have been identified for CSI.

#### **Support for Identified Schools**

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

 Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

#### **Monitoring and Evaluating Effectiveness**

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

 Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# **Engaging Educational Partners**

# **Purpose**

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

# Requirements

**School districts and COEs:** *EC* sections <u>52060(g)</u> (<u>California Legislative Information</u>) and <u>52066(g)</u> (<u>California Legislative Information</u>) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators.
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section <u>47606.5(d)</u> (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators.
- Other school personnel,
- Parents, and

Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the <a href="CDE's LCAP webpage">CDE's LCAP webpage</a>.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
  - Note: Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of EC Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

#### Instructions

#### Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

#### Complete the table as follows:

**Educational Partners** 

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

#### Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other
  engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to
  engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools
  generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each
  applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the
  engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of
  educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process

Analysis of challenges or successes in the implementation of actions

### **Goals and Actions**

# **Purpose**

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

## Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

#### Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The <u>LCFF State Priorities Summary</u> provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

#### Focus Goal(s)

#### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

#### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

#### Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

#### Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

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- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing
  at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing,
  subject matter preparation, and retention of the school's educators.
  - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the
    performance levels on the Dashboard that the Focus Goal is addressing; or,
  - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

#### Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise
  receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to
  implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC* Section <u>42238.024(b)(1)</u> (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

#### **Broad Goal**

#### Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a
  focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

#### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

#### Maintenance of Progress Goal

#### Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

#### Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

#### Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- Required metrics for LEA-wide actions: For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- Required metrics for Equity Multiplier goals: For each Equity Multiplier goal, the LEA must identify:

- The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

#### Complete the table as follows:

#### Metric #

Enter the metric number.

#### Metric

• Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

#### Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the threeyear plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - o Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

 Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

#### Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

#### Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

#### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year
     2, as applicable.

#### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "Measuring and Reporting Results" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27. Leave blank until then.

#### Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - o Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

• Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. "Effectiveness" means
  the degree to which the actions were successful in producing the target result and "ineffectiveness" means that the actions did not
  produce any significant or targeted result.
  - o In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a threeyear period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

## **Actions:**

Complete the table as follows. Add additional rows as necessary.

#### Action #

• Enter the action number.

#### Title

• Provide a short title for the action. This title will also appear in the action tables.

#### Description

- Provide a brief description of the action.
  - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
  - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

#### **Total Funds**

• Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

## Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No.
  - Note: for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

## Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in EC Section 306, provided to students, and
  - o Professional development for teachers.

- o If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

# **Purpose**

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

## Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for any action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

#### LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

## For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

# **Requirements and Instructions**

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

• Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

#### Projected Additional 15 percent LCFF Concentration Grant

• Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

#### Projected Percentage to Increase or Improve Services for the Coming School Year

• Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

#### LCFF Carryover — Percentage

• Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

#### LCFF Carryover — Dollar

• Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

#### Total Percentage to Increase or Improve Services for the Coming School Year

Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required
Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be
increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section
15496(a)(7).

# **Required Descriptions:**

#### **LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

#### **Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

#### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

#### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

#### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

#### **Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

#### How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

#### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the
  contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the
  amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a
  single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must
  describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who
  provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing
  support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

#### Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - o The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

# **Action Tables**

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word "input" has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

# **Total Planned Expenditures Table**

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- LCAP Year: Identify the applicable LCAP Year.
- 1. Projected LCFF Base Grant: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- 2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- 3. Projected Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5

CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- LCFF Carryover Percentage: Specify the LCFF Carryover Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- Total Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- Goal #: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is not included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - Scope: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - Unduplicated Student Group(s): Regardless of scope, contributing actions serve one or more unduplicated student groups.
     Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - Location: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- Total Personnel: Enter the total amount of personnel expenditures utilized to implement this action.
- Total Non-Personnel: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
  - Note: Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

# **Contributing Actions Table**

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

# **Annual Update Table**

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

• Estimated Actual Expenditures: Enter the total estimated actual expenditures to implement this action, if any.

# **Contributing Actions Annual Update Table**

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- 6. Estimated Actual LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- Estimated Actual Expenditures for Contributing Actions: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - o Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and

determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

# **LCFF Carryover Table**

- 9. Estimated Actual LCFF Base Grant: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- 10. Total Percentage to Increase or Improve Services for the Current School Year: This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## **Calculations in the Action Tables**

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

## **Contributing Actions Table**

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - o This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- 5. Total Planned Percentage of Improved Services
  - o This percentage is the total of the Planned Percentage of Improved Services column.
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
  - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

## **Contributing Actions Annual Update Table**

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

#### • 6. Estimated Actual LCFF Supplemental and Concentration Grants

 This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

#### • 4. Total Planned Contributing Expenditures (LCFF Funds)

This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).

#### • 7. Total Estimated Actual Expenditures for Contributing Actions

- This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- 5. Total Planned Percentage of Improved Services (%)
  - o This amount is the total of the Planned Percentage of Improved Services column.
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

## LCFF Carryover Table

• 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)

 This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

#### • 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)

• This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

#### • 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)

o If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

#### • 13. LCFF Carryover — Percentage (12 divided by 9)

 This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

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